



**STATE EMPLOYEES
TRADES COUNCIL UNITED**
We've been on your side since 1976



March 10, 2014

EMAIL & PERSONAL DELIVERY

Maria Osorio, Labor & Employee Relations Consultant:
UCI, Human Resources,
111 Theory, Suite 200
Irvine, CA 92697-4600

Sent: [1] Hand delivered to Human Resources, and [2] via e-mail: meosorio@uci.edu

RE: SETC-United 2014-2018 Initial Contract Proposals: UCI Skilled Trades Unit - Sunshine Procedure

In accordance with our Contract and PERB Regulations, SETC-UNITED is hereby submitting its 2014 Initial Contract Proposals for the Skilled Crafts Unit for posting and UCI Initial Response. These Proposals are based on Contract Surveys received from our members and input at General Membership Meetings. This letter is just a summary of the actual proposals highlighted on the attached, revised MOU. This summary letter does not include all of the detail of the attached, highlighted and annotated MOU. Refer to the attached, highlighted and annotated MOU for a complete presentation of all proposals. SETCU expects to have these Proposals “sun-shined” in accordance with the Public Notice requirements of HEERA.

This document, titled, SETCU 2013-2015 Initial Contract Proposals: UCI Skilled Trades Unit – Sunshine Procedure, summarizes our proposals for each Article. Attachment A, provides the entire current MOU, annotated with specific changes, highlighted to easily identify all proposals by SETC-UNITED to improve the wages, hours, and terms and conditions of employment for our successor agreement. We believe these changes will benefit SETC-UNITED and UCI by clarifying areas of chronic concern, and improving the cooperative working relationship we are both daily striving to improve.

SETCU will stand ready to meet and confer in “good faith” on the Successor Contract starting the week of March 31, 2014. The SETCU Attorney and/or SETCU Chief Steward at UCI will confirm the five-member SETCU Negotiating Committee, with Alternates in the near future.

SETCU looks forward to the preliminary discussions with you to work out logistics, ground rules, meeting location(s), and paid release time for the employees involved. We look forward to a very productive and long working relationship.

SETC-UNITED, 6366 Commerce Blvd., #346, Rohnert Park, CA 94928, (714) 329-6722 Office

SETCU Skilled Crafts Executive Summary:

SETCU proposes to change, update, revise, modify, transform, and modernize all the Articles in the current MOU. Some of the proposed changes, updates, revisions, modifications, and transformations of the Articles are listed below. Please be advised that all of the proposed changes, updates, revisions, modifications, and transformations are not all set for Articles. SETC reserves the right to make any and all changes, updates, revisions, modifications, and transformations during negotiations. The Appendixes currently do not have any changes, with the exception of Appendix F., however, SETC reserves the right to make any and all changes, updates, revisions, modifications, and transformations during negotiations. SETCU is proposing the following UCI- Skilled Crafts Contract Proposals as part of a successor contract, effective July 1, 2014 to June 30, 2018:

PRIORITY SETCU PROPOSALS:

ARTICLE 46: WAGES & EQUITY:

General Salary Increases – Four Year Contract:

2014

- a. July 1, 2014 - 5% General Salary Increase – Unit wide
- b. Jan. 1, 2015 – 2% Salary Step Increase – (Elim. Step 1)
- c. Jan. 1, 2015 - 2% UC Equity Min, 1 step increase, or additional steps based upon results of 2014 UC Equity Study
***For those at top step-a lump sum \$2000 non base bldg.

2015

- a. July 1, 2015 - 5% General Salary Increase – Unit wide
- b. Jan. 1, 2016 – 2% Salary Step Increase – (Elim. Step 2)
- c. Jan. 1, 2016 - 2% UC Equity Min, 1 step increase, or additional steps based upon results of 2015 UC Equity Study
***For those at top step-a lump sum \$2000 non base bldg.

2016

- a. July 1, 2016 - 5% General Salary Increase – Unit wide
- b. Jan. 1, 2017 – 2% Salary Step Increase – (Elim. Step 3)
- c. Jan. 1, 2017 - 2% UC Equity Min, 1 step increase, or additional steps based upon results of 2016 UC Equity Study

2017

- a. July 1, 2017 - 5% General Salary Increase – Unit wide
- b. Jan. 1, 2018 – 2% Salary Step Increase – (Elim. Step 4)
- c. Jan. 1, 2018 - 2% UC Equity Min, 1 step increase, or additional steps based upon results of 2017 UC Equity Study

End contract, June 30, 2018

SETC-UNITED, 6366 Commerce Blvd., #346, Rohnert Park, CA 94928, (714) 329-6722 Office

EQUITY INCREASES

The Union will submit a 6 UC Campus 2014 [UCLA, UCSD, UCR, UCD, UC BERKELEY, UCSB] survey and all ranges below the average of comparative jurisdictions will be adjusted upward, by 2% increments, to meet, or slightly exceed Equity, and SETC will revise the Equity Study for 2015, 2016, 2017, with Equity Adjustments based upon additional 2% increments, which may exceed top steps, if necessary to achieve equity. RE-OPENERS [Equity only]: In order to advance to Equity SETCU and UCI agree to the following re-openers in order to meet and confer about additional Equity adjustments for those classifications under Equity, per the revised Equity Study 2015, 2016 and 2017. The re-openers will be for Equity only, and will begin no later than 60 days prior to July 1, 2015, and 60 days prior to July 1, 2016, and 60 days prior to July 1, 2017.

ARTICLE 20- LAYOFF

UCI Reductions in Pay & Time:

Article 20: Layoffs & Reductions

UCI & SETCU agree to negotiate “changes” to the existing language on Article 20: Layoffs & Reductions in Time

- UCI & SETCU agree to DELETE/REMOVE all references to “Reductions in Pay” or Reductions in Time

No Layoff/No furlough GUARENTEE:

- UCI & SETCU agree that there will be no layoffs, reductions in time , and no furloughs of any type during the life of this Agreement;
- UCI & SETCU agree to implement layoffs for only 2 reasons: unequivocally proven “lack of work” or proven lack of funds;
- UCI & SETCU agree that no demotions, or layoffs will occur for any reasons, “retaliatory reasons”; during or after negotiations
- ALL ARTICLES IN THIS MOU ARE SUBJECT TO ARBITRATION

ARTICLE 1 – RECOGNITION , Additions and deletions

ARTICLE 2 – DURATION – 4 YEAR CONTRACT

ARTICLE 4 – DISCRIMINATION – Add Constitutional, Statutory and Common law

ARTICLE 6 – LIMITED APPOINTMENTS – Clarify language

ARTICLE 7 – HOURS OF WORK – Add Seniority and appeal process for Alternate work schedule

ARTICLE 8 – OVERTIME – Double time over 12 and Sunday work, and UCI Med Ctr amendment

ARTICLE 10 – PROMOTIONS AND TRANSFERS – Posting increased to 14 days

ARTICLE 11 – OUT OF CLASS ASSIGNMENT – Add Arbitration procedure

ARTICLE 12 – TRAINING AND DEVELOPMENT – Improve benefits, amount, application

ARTICLE 13 – HOLIDAYS – Add Columbus day, and use of comp. time

ARTICLE 14- SICK LEAVE FACTORED LEAVE ACCRUALS – Add reference to Federal and State laws, and compliance with FMLA/CFRA

ARTICLE 15- VACATION FACTORED LEAVE ACCRUALS – Change month for submission to December, and calendar year

ARTICLE 16- WORK INCURRED INJURY OR ILLNESS – Restore sick leave accruals for Work Comp leave deemed compensable.

ARTICLE 19- DISCIPLINE AND DISMISSAL – Clarify appeal rights, suspensions of 5 days or more, all subject to Arbitration procedure, oral counseling not discipline, Notice, Contents and Response clarified

ARTICLE 20- LAYOFF – Per above, and eliminate Reduction in time or pay.

ARTICLE 21- SUBCONTRACTING- Quarterly summaries to be provided to Union, mail to Union and Chief Steward, UCI to agree to replacement SETC-UNITED jobs, and subject to Arbitration procedure

ARTICLE 22- UNIT WORK- Clarify language

ARTICLE 23- GRIEVANCE PROCEDURE- Clarify definition, consolidation procedure appeal process, mutual agreement to form, remedy, release time clarification

ARTICLE 24 ARBITRATION PROCEDURE- Amendment of grievance up to 7 days prior to Arb., extension by Mutual Agreement, new list of Arbitrators

ARTICLE 25 SAFETY- Insert side letter on Safety

ARTICLE 27 PROTECTIVE CLOTHING AND SAFETY EQUIPMENT- Shoe voucher program, incorporate Appendix D “safety shoes”, prescription glasses, uniform options

ARTICLE 28 PARKING- reduce to \$5.00

ARTICLE 30 MEDICAL SEPARATION – Clarify for “work related”, and “non-work related”, add “mail box rule”, information provided to SETCU, add Arbitration procedure, disability retirement requirement.

ARTICLE 31 REHABILITATION – UCI shall provide per Articles 16, 23, 24, 30, 43 and 48

ARTICLE 33 UNION STEWARDS- Reference ULP

ARTICLE 34 LABOR-MANAGEMENT RELATIONS- Release time for 3 bargaining unit employees,

ARTICLE 35 UNION ACCESS- Add “unreasonably interfere”

ARTICLE 37 BULLETIN BOARDS- Add “stewards group, or Statewide Executive Board

ARTICLE 38 RELEASED TIME FOR MEET AND CONFER- 2 hours prior, and 4 hours in between

ARTICLE 39 REIMBURSABLE UNION LEAVE- Increase to thirty (30) work days per year for Union officer or delegate, UCI reimbursement, UCI billing, disputes.

ARTICLE 43 WAIVER- Definition and language clarified.

ARTICLE 44 UNIVERSITY BENEFITS- Calendar year, increases, or no increases per Appendix

ARTICLE 45 SHIFT DIFFERENTIAL- Increase to \$2.50 per hour

ARTICLE 46 WAGES-EQUITY ADJUSTMENTS- See above, first item.

ARTICLE 47 PERSONNEL FILES- One personnel file, location, and grievance file – review of both, copy of both, UCI required to identify records withheld.

ARTICLE 48 REASONABLE ACCOMMODATION- Equivalent position, add QME

ARTICLE 49 RESIGNATION & JOB ABANDONMENT- Clarify “when possible”, increase to 20 days,

APPENDIX's: *Will be revised and amended at the conclusion of negotiations, and all of the Appendices will be at issue at the bargaining table.*

NOTE: SETCU reserves the right to add, subtract, delete, modify these proposals until such time is reached on the entire contract, including any and all wage increases.

NOTE 2: The footer date has not been amended in order to provide reference to current, in place MOU. The above summary, and attached highlighted and annotated MOU apply to the new proposed 4 contract years: JULY 1, 2014 – JUNE 30, 2018.

Respectfully submitted,



Fred Quiel, SETCU Attorney

Brian Maloney, Chief Steward

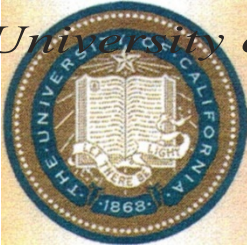
cc: Carl Kimberlin, SETCU Business Manager
Linda Chang, SETCU CFO
Gary Comer, Chief UC Consultant

Memorandum of Understanding

between the

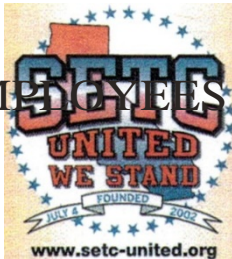
REGENTS OF THE UNIVERSITY OF CALIFORNIA

University of California, Irvine



and the

STATE EMPLOYEES TRADES COUNCIL - UNITED



CONTRACT PERIOD:

July 1, 2014 to June 30, 2018

Weingarten Rights

EMPLOYEE'S RIGHT TO UNION REPRESENTATION

The employee may request union representation before, or at any time during, the interview.

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.

(“Printed on the back of your membership card.”)

TO: ALL SETC-UNITED UNION BROTHERS AND SISTERS

We hope you will enjoy reading, studying and using your SETC-United union “Contract Book” spelling out your wages, benefits, hours of work, terms and conditions of employment while employed as a Skilled Crafts Trades Worker for the University of California, Irvine campus. You are covered under this Agreement if you are a career or limited employee in one of our job classifications. As fellow skilled trades workers, you know how important it is to have the right tools and materials to do your job. This SETC-United “Contract Book” is a treasure chest of tools you can use to protect your job, wages and benefits you are entitled to as an SETC-United represented Skilled Crafts employee.

Your SETC-United/UCI Negotiating Committee have worked long and hard in building into this Agreement job safeguards and protections as the first contract with SETCU. We are proud of this SETC-United contract and dedicate this 2012-2014 contract to you, the members.

Please refer to your Union’s own website at: www.setc-unioned.org to find contact information for your statewide officers, campus stewards, statewide steward and safety stewards, etc. Be sure to check out the latest news updates, membership meeting alerts, resource links, etc. Please take the time to register as member so that you will have access to our Financial Reports/Audit, Quarterly Membership Meeting Minutes, Scholarship Application and much more!

Finally, your Officers, Executive Board members; statewide steward and Campus Stewards hope you will feel free to contact us with any issues that may arise or needs of representation.

**SETC-UNITED
GENERAL MEMBERSHIP MEETING SCHEDULE**

YEAR	DATE	CAMPUS
2011	JANUARY 29, 2011	CSU LONG BEACH
	APRIL 28, 2011	CSU EAST BAY
	JULY 30, 2011	CSU SAN MARCOS
	OCTOBER 29, 2011	CSU CHICO
2012	JANUARY 28, 2012	UC IRVINE
	APRIL 28, 2012	CSU SACRAMENTO
	JULY 28, 2012	CSU SAN DIEGO
	OCTOBER 27, 2012	UC MERCED
2013	JANUARY 26, 2013	CSU POMONA
	APRIL 27, 2013	CSU CHANNEL ISLANDS
	JULY 27, 2013	CSU FULLERTON
	OCTOBER 26, 2013	CSU SAN FRANCISCO
2014	JANUARY 25, 2014	CSU NORTHRIDGE
	APRIL 26, 2014	CSU MONTEREY BAY
	JULY 26, 2014	CSU SAN BERNARDINO
	OCTOBER 25, 2014	CSU SAN LUIS OBISPO
2015	JANUARY 31, 2015	UC LOS ANGELES
	APRIL 25, 2015	CSU SONOMA
	JULY 25, 2015	CSU LOS ANGELES
	OCTOBER 31, 2015	CSU STANISLAUS



STATE EMPLOYEES TRADES COUNCIL-UNITED



A TRIBUTE TO JOHN CONNOR

SETC-UNITED BUSINESS MANAGER 1984 - 2007



It is with great sadness that the State Employees' Trades Council-United must inform our members of the passing of John Connor, our Business Manager. All SETC-United Crafts Union Contracts are "Dedicated" to the memory of John Connor.



John served SETC-United very well as the Fullerton Campus Steward and then Business Manager for SETC-United for 30 years. His dedication to SETCU and its members during his time with us cannot be questioned. He remained steady and solid during the good times and the bad. He was a good friend to many. He treated everyone he came in contact with, fairly and equally. He leaves BIG shoes to fill. All of the SETCU Family will miss him tremendously.

TABLE OF CONTENTS

	Page
ARTICLE 1 RECOGNITION	7
ARTICLE 2 DURATION	8
ARTICLE 3 MANAGEMENT RIGHTS	9
ARTICLE 4 NONDISCRIMINATION IN EMPLOYMENT...	10
ARTICLE 5 PROBATIONARY PERIOD	10
ARTICLE 6 LIMITED APPOINTMENTS	11
ARTICLE 7 HOURS OF WORK	12
ARTICLE 8 OVERTIME	16
ARTICLE 9 PERFORMANCE EVALUATION	19
ARTICLE 10 PROMOTIONS, TRANSFERS	19
ARTICLE 11 OUT-OF-CLASS ASSIGNMENT	20
ARTICLE 12 TRAINING AND DEVELOPMENT	21
ARTICLE 13 HOLIDAYS	22
ARTICLE 14 SICK LEAVE-FACTORED LEAVE ACCRUALS	25
ARTICLE 15 VACATION-FACTORED LEAVE ACCRUALS	29
ARTICLE 16 WORK-INCURRED INJURY OR ILLNESS	33
ARTICLE 17 MILITARY LEAVE	35
ARTICLE 18 LEAVES OF ABSENCE	48

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
ARTICLE 19 DISCIPLINE AND DISMISSAL	65
ARTICLE 20 LAYOFF AND REDUCTION IN TIME	68
ARTICLE 21 SUBCONTRACTING	72
ARTICLE 22 UNIT WORK	73
ARTICLE 23 GRIEVANCE PROCEDURES	73
ARTICLE 24 ARBITRATION PROCEDURE	76
ARTICLE 25 SAFETY	79
ARTICLE 26 SAFETY COMMITTEE.	80
ARTICLE 27 PROTECTIVE CLOTHING AND SAFETY EQUIPMENT	80
ARTICLE 28 PARKING.	81
ARTICLE 29 MILEAGE REIMBURSEMENT.	81
ARTICLE 30 MEDICATION SEPARATION.	82
ARTICLE 31 REHABILITATION.	83
ARTICLE 32 DEATH PAYMENTS	83
ARTICLE 33 UNION STEWARDS	84
ARTICLE 34 LABOR-MANAGEMENT RELATIONS.	85
ARTICLE 35 UNION ACCESS	85
ARTICLE 36 USE OF UNIVERSITY FACILITIES	85

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
ARTICLE 37 BULLETIN BOARDS	86
ARTICLE 38 RELEASED TIME FOR MEET AND CONFER	86
ARTICLE 39 LEAVES OF ABSENCE FOR UNION FUNCTIONS	87
ARTICLE 40 DUES DEDUCTIONS	87
ARTICLE 41 SEVERABILITY	89
ARTICLE 42 NO STRIKE	90
ARTICLE 43 WAIVER.	91
ARTICLE 44 UNIVERSITY BENEFITS.	91
ARTICLE 45 SHIFT DIFFERENTIAL.	96
ARTICLE 46 WAGES.	97
ARTICLE 47 PERSONNEL FILES	101
ARTICLE 48 REASONABLE ACCOMMODATION	102
ARTICLE 49 RESIGNATION & JOB ABANDONMENT . . .	103
APPENDIX A EXECUTION OF AGREEMENT	106
APPENDIX B MEMORANDUM OF NEGOTIATORS	107
APPENDIX C ENUMERATION OF UNIVERISTY BENEFITS	108
APPENDIX D SIDE LETTER ON SAFETY	112

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
APPENDIX E SALARY SCHEDULE	116
APPENDIX F HEALTH BENEFITS RATES.....	120
APPENDIX G UCRP RETROACTIVE CONTRIBUTIONS... ..	121
APPENDIX H INDEX	122

ARTICLE 1 RECOGNITION

This Agreement, effective ~~March 6, 2012~~ **July 1, 2014**, is entered into by and between The Regents of the University of California, a corporation, referred to hereinafter as the "University" and the State Employees Trades Council – United (SETCU) I, referred to as the "Union."

The University recognizes the State Employees Trades Council-United (SETCU), which was certified by the Public Employment Relations Board (PERB) on May 16, 2009, as the exclusive bargaining agent for matters within the scope of representation for employees at UCI in the following classifications, excluding those classifications and/or employees designated as managerial, supervisory, and confidential (as defined in HEERA). The term "employee" as used in this Agreement shall refer to employees mentioned above as being within the bargaining unit covered by this Agreement.

Job Title

Asst. Supervisor – Carpenter
Asst. Supervisor – Electrician
Asst. Supervisor – Fire and Security Systems
Asst. Supervisor -HVAC Mechanic
Asst. Supervisor -Irrigation Mechanic
Asst. Supervisor – Locksmith
Asst. Supervisor -Maintenance Mechanic
Asst. Supervisor – Mason
Asst. Supervisor – Painter
Asst. Supervisor – Plumber
Asst. Supervisor -Sheetmetal Worker
Asst Supervisor –Signmaker
Asst. Sup. **Power Plant Operator**
Lead Carpenter
Lead Electrician
Lead High Voltage Electrician
Lead HVAC Mechanic
Lead Irrigation Mechanic
Lead Locksmith
Lead Maintenance Mechanic
Lead Mason
Lead Painter

Lead Plumber
Lead Sheetmetal Worker
Lead Signmaker
Lead ~~Steam Operating Engineer~~ Power Plant Operator
Building Automation Controls Technician
Carpenter
Electrician
Fire and Security Systems Technician
HVAC Mechanic
High Voltage Electrician
Irrigation Mechanic
Locksmith
Maintenance Mechanic
Mason
Painter
Physical Plant Specialist
Plumber
Sheetmetal Worker
Signmaker
Stationary Engineer Instrument and Controls Technician
~~Steam Operating Engineer~~ Power Plant Operator

Designation by craft titles shall be for identification purposes only, and as such will not serve to establish jurisdictional work boundaries. Current practices of job overlap between the crafts shall be continued, and craft job descriptions, job assignments, and overall job responsibilities will not be affected by this article.

ARTICLE 2 DURATION

- A. This Memorandum of Understanding shall become effective on ~~March 6, 2012,~~ ~~July 1, 2014~~ and shall remain in effect until 11:59 p.m. on ~~June 30, 2014~~ ~~June 30, 2018~~. This Agreement shall automatically renew itself, unless either of the parties requests in writing that negotiations for a successor agreement commence. Notification of a request to commence negotiations for a successor agreement shall be submitted by either party at least sixty (60) days prior to the expiration of this Agreement. While negotiations for a successor agreement are continuing, this Agreement shall remain in full force and effect.

- B. The University and SETCU shall each have the opportunity to reopen the Agreement for the negotiation of amendments to the Agreement sixty (60) days prior to the expiration date. Notification of a request to commence negotiations shall be submitted by either party no later than **May 1, 2018**.

ARTICLE 3 MANAGEMENT RIGHTS

- A. The University, unless expressly limited by the Agreement, retains solely and exclusively the rights, functions, powers, and authority to: establish the University's missions, programs, objectives, activities and priorities; plan, direct, and control the use of resources to achieve the University's missions, programs, objectives, activities and priorities; develop, implement and administer affirmative action programs; establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on; introduce new or improved methods, programs, equipment or facilities or change or eliminate existing methods, programs, equipment or facilities; determine the location or relocation, reorganization or discontinuance of operations; determine where employees shall work; determine and modify job classifications and job descriptions; assign work, schedule days and hours of work including overtime, or work beyond an employee's assigned shift; recruit, hire, develop, train, assign, promote, transfer, demote or layoff limited, career or probationary employees; establish the size, composition and qualifications of the work force; establish, modify and enforce standards of performance, conduct and safety for employees; and maintain safety in its operations.
- B. The above enumeration of management rights is not all-inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by management be construed to mean that any right is waived. The exercise of management rights shall not be subject to meeting and conferring.
- C. No action taken by the University with respect to the above enumerated rights shall be subject to the Grievance or Arbitration Procedure of this Agreement or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 4 NONDISCRIMINATION IN EMPLOYMENT

- A. There shall be no unlawful discrimination in the application of the provisions of this Agreement with regard to race, color, religion, national origin, ancestry, sex, pregnancy, sexual orientation, union affiliation or status as a Vietnam-era veteran. To the extent required by **Constitutional, Statutory and/or Common law** or by the University rules or regulations, the provisions of the Agreement shall be applied to all members of the unit without regard to marital status, handicap, medical conditions, genetic information, status as a disabled veteran, age, citizenship, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994.)
- B. For purposes of this article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, for which a person has been rehabilitated or cured based on competent medical evidence or genetic characteristics. Genetic information includes family history. Pregnancy includes childbirth and related medical conditions. Service in the uniformed services includes membership, application for membership, performance of service, application for service or obligation for service in the uniformed services. Charges alleging unlawful discrimination will be limited to the provisions of this Agreement which are otherwise subject to the grievance and/or arbitration procedures of this Agreement. Charges alleging only unlawful discrimination may only be reviewed under this Agreement ~~through step two of the grievance procedure.~~ **shall be subject to the grievance and arbitrations procedures of this agreement.**
- C. Charges alleging unlawful discrimination, when made in conjunction with an otherwise grievable provision, will be subject to the grievance and/or arbitration procedures of this Agreement as applicable. ~~Charges alleging violations of Sections A and B of Article 4 may only be reviewed through step two of the grievance procedure.~~

ARTICLE 5
PROBATIONARY PERIOD

- A. All career employees shall serve a probationary period of six (6) calendar months at fifty percent (50%) time or more without a break in service. Time on leave with or without pay is not qualifying service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period.

- B. Prior to the completion of the probationary period, an employee may be disciplined and /or released at the discretion of the University and without recourse to the Grievance or Arbitration Procedure of this agreement.

ARTICLE 6 LIMITED APPOINTMENTS

- A. A limited appointment is an appointment established at any percentage of time, fixed or variable, which is not expected to continue for more than ~~1000~~ 1040 hours in a 12-month period.
- B. An individual appointed to a limited appointment shall convert to a career appointment when s/he has attained ~~1000~~ 1040 hours of qualifying service within a 12-month period, without a break in service of at least 120 consecutive calendar days. Qualifying service includes regular straight time hours worked in one or more limited appointments at the University. However, any break in service of 120 consecutive calendar days or longer shall result in a new 12 month period for purposes of calculating the 1000 hour requirement for conversion to a career appointment. Such career designation shall be effective on the first day of the month following attainment of 1000 hours of qualifying service.
- C. Employees in limited appointments may be released or have their time reduced at the sole discretion of the University. A dispute arising from this article may only be reviewed through Step 2 of the grievance procedure. An employee in a limited appointment shall be automatically released as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.
- D. Limited employees shall not normally be hired instead of Career employees.

ARTICLE 7 HOURS OF WORK

A. StandardWorkWeek

Campus - The work week consists of seven (7) consecutive days beginning at 12:01 a.m. Monday morning, and continuing to midnight the following Sunday night.

Medical Center - The work week consists of seven (7) consecutive days beginning at 12:01 a.m. Sunday morning, and continuing to midnight the following Saturday night.

B. StandardWorkSchedule

The standard work schedule for full-time employees shall be forty (40) hours per work week, normally scheduled on five (5) consecutive days in shifts consisting of eight (8) consecutive hours of work time, excluding a thirty (30) minute unpaid meal period break, and two (2) consecutive days of rest exclusive of holidays. Seniority shall apply to preference for all Standard or Alternate Work Schedules.

C. AlternateWorkSchedules

1. Alternate work schedules may be established at the sole discretion of the University.
2. Employees may request alternate work schedules. The University will review the feasibility of implementing requested alternate work schedules. In the event an alternate work schedule request is rejected, SETC-UNITED may appeal the rejection to a Management Committee composed of three managers: one member from Campus Labor and Employee Relations, and two other Department managers from Departments outside of the Department rejecting the proposed alternate work schedule. The decision of this Management committee shall be final for one year from the date of decision.

3. In the event the University decides to abolish, establish or change alternate work schedules for a group of employees, the University shall inform the affected employees and the Union at least 15 calendar days prior to taking such action. Upon timely request of the Union, the parties shall meet and discuss the proposed changes.
4. Nothing in this section C. shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.
5. Alternate work schedules may require a change to the employee's work week in order to ensure full-time employees are scheduled for a forty (40) hour work week on a regular basis in compliance with the Fair Labor Standards Act.

- D. Posting of Work Schedules - Work schedules showing work shifts for employees for the period January 15 of one year through January 14 of the following year shall be posted on appropriate bulletin boards prior to the preceding December 1, and shall remain posted throughout the life of the schedule.
- E. Changes in Work Schedules - Employees shall be notified of changes in work schedules at least seven (7) calendar days in advance, except for an emergency. An emergency as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect life, safety, and health. Where changes in work schedule are made without the requisite seven (7) calendar days' notice, excluding changes to meet emergencies, employees will be compensated at the overtime rate defined in Article 8, Overtime, of this Memorandum of Understanding for all time worked on the new schedule during the seven (7) calendar day notice period. This notification requirement does not apply to relief operators. Work schedule changes shall not be made for disciplinary purposes.
- F. Shifts

1. StandardShifts

Day shift for all employees, except as outlined below, is 7:00 a.m. – 3:30 p.m.

MedicalCenter

Steam Operating Engineers: Day: 6:00 a.m. to 2:00 p.m. Evening: 2:00 p.m. to 10:00 p.m. Night: 10:00 p.m. to 6:00 a.m.

Maintenance Mechanics at MedicalCenter

Day: 7:00 a.m. to 3:30 p.m. Evening: 3:00 p.m. to 11:30 p.m.
Night: 11:00 p.m. to 7:30 a.m.

2. AlternateWorkSchedule – Campus Steam Operating Engineers
(Title Code 8243)

- a. All Campus Steam Operating Engineers shall participate on an alternate work schedule similar to a 3/12 schedule as detailed in paragraph (c) below.
- b. Shifhours:
 1. Day shift shall begin at 5:30 and end at 17:30.
 2. Night shift shall begin at 17:30 and end at 5:30.
 3. Start times shall remain as above and end four hours early for the eight-hour day.
 4. There will be no rotating shifts.
- c. The schedule is a bi-weekly schedule. Employees must work 80 hours over a 14-day period. Each employee shall work three 12 hours shifts per week and one additional eight (8) hour day in each bi-weekly period as scheduled.
- d. A workweek is a period of time consisting of seven (7) consecutive days. Each employee's workweek shall be modified to begin half way during the eight-hour day.
- e. When positions are vacated, shop seniority shall be used to re-bid the vacancy first. New hires shall occupy the open shift after the seniority bidding process has been completed.
- f. ShiftDifferential - All employees who work the Night shift shall receive shift differential, in accordance with Article 45, for all hours worked on the Night Shift between the hours of 17:30 and 5:30.
- g. Holidays - Employees who are scheduled to work holidays must request and have approval to be off shift for the holiday in advance. For all other holiday issues, the practices used for Vacation shall prevail (Article 15).

G. Trading of Shifts - Employees may trade shifts only upon written request and permission of supervisor. The University shall not be required to pay any type of premium pay or suffer any added expense as a result of shifts traded at the request of the employee. Voluntary shift changes that incur overtime are subject to prior management approval.

H. ShiftStructureChange

1. In the event of a shift change in the present shift structure, the most senior person in the craft will have the right of first refusal. However, under special circumstances, as determined by the University, qualifications may be a factor for consideration.
2. Seniority, for the purposes of this section, shall be defined as the start date in the shop. If equal, the tiebreaker will be the University hire date.

- I. ReportingTime - If an employee reports to work as scheduled and is not notified that his/her hours have been changed, he/she may be required to work four (4) hours and receive four (4) hours' pay at the appropriate rate.
- J. MealPeriods - Meal periods shall not count as time worked, except that steam operating engineers required to stand watch for the full shift shall be permitted to eat when and as their duties permit; and such meal time, not to exceed thirty (30) minutes, shall be counted as time worked. An employee who is required to work overtime must take a thirty (30) minute unpaid meal break, conditions permitting, if the overtime worked is more than six (6) hours.
- K. RestPeriods - One rest period, not to exceed fifteen (15) minutes, may be granted to an employee during each half of an eight (8)-hour shift. Rest periods shall not be taken at the beginning or end of a work period or combined with a meal period, nor may they accumulate if not taken. Rest periods are scheduled by the supervisor and shall be granted unless operational necessity requires that they be denied. If denied, the rest period shall be granted as soon as practicable thereafter.
- L. Clean-Up/Pick-UpTime - Each employee shall be permitted a fifteen (15)-minute clean-up period at the end of each work shift, which includes preparation of time cards, cleaning and pick-up procedures. A longer clean-up period shall be granted to employees whose job involves an excessive contact with dirty or greasy tools, objects, equipment, etc. Watch standers are not included in this clean-up section.

ARTICLE 8 OVERTIME

A. Definition

Overtime shall be defined as those hours which are worked by an employee in excess of forty (40) hours in one week. Holidays, vacation days, days on jury duty or witness leave, and days on compensatory time off shall be included as hours worked for the purpose of determining overtime pay.

B. CompensationforOvertime

1. Hours worked in excess of forty hours worked in a work week shall be compensated at one and one (1 1/2) times an employee's regular rate of pay. Hours worked in excess of 12 hours in a day, and ALL hours worked on Sunday, shall be paid double (2) times an employee's regular rate of pay.
2. Overtime shall be compensated, at the option of the employee, by pay or by compensatory time off at the appropriate rate.
3. Compensatory time off shall be scheduled by the University and taken within the fiscal year it is earned. Employees may request use of compensatory time off. An employee who has requested use of compensatory time off shall be permitted use of such time within a reasonable period after making the request, based on the operational needs of the University. Compensatory time off shall only be approved if no additional overtime by other unit members is required.
4. Compensatory time off should be taken prior July 1 of each year. All compensatory time in excess of 40 hours will be paid off on the next regularly scheduled pay period following July 1 of each year. No more than once per fiscal year, subject to University approval, employees may request on a case by case basis an emergency payout of all compensatory banked hours.

5. Compensatory time off shall be paid at the employee's rate of pay at the time compensatory time is taken. In no event will an employee be allowed to accrue more than one hundred and twenty (120) hours of compensatory time. Each employee shall have a revolving bank of compensatory time not to exceed 120 hours. Should an employee's compensatory bank reach the maximum of 120 hours, the employee will be paid for all hours of premium overtime over 120 hours. Any hours over forty (40) hours remaining in the compensatory bank on July 1 of each year shall be paid.

When an employee is employed at more than one rate of pay, overtime earned at the time and one half rate may be calculated based on the employee's weighted average hourly rate.

6. Upon separation from employment, employees will be paid for all accrued compensatory time at their rate of pay at the time of separation, or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.

~~7. Employees located at the UCI Medical Center will be eligible for overtime pay only and cannot earn or accrue compensatory time off.~~

C. Overtime Scheduling

As soon as practicable after the University decides upon the need for overtime or additional work, the University shall notify the employee(s) it selects that additional hours must be worked beyond his/her regularly assigned shift. An employee may be permitted to decline such assignments under special circumstances. However, wherever it is necessary to meet the operational requirements of the University, the University shall have the right to require the performance of such work, including requiring employees to remain at work after conclusion of their shift. If an employee is ordered to work additional hours beyond their assigned shift and if the employee has received less than twenty-four (24) hours' advance notice, the employee shall be paid at the rate of one and one half (1-1/2) times the regular hourly rate of pay for any such hours worked.

D. Call-Back Time - Call back refers only to those instances when an employee is called back to work without prior notice or in those instances when prior notice is given but the employee's work begins at least three (3) hours after completion of the employee's regular work schedule.

An employee who is called back, shall receive pay for four (4) hours or time actually worked, whichever is greater, at the appropriate rate. If there is a need for an additional call back within the original four hours, a different employee shall be called.

An employee who is not scheduled to work during the winter holiday closure but is called back with less than five (5) working days' notice shall receive pay for four (4) hours or time and one half for hours actually worked, whichever is greater.

E. On-call is time during which an employee is not required to be at the work location or at the employee's residence but is required to be available for return to work. On-call assignments shall first be made on a voluntary basis. A volunteer on-call list shall be established by job classification and work location. On-call assignments shall be made from the list in alphabetical order on a rotating basis. In the event that no one volunteers, the University shall assign on-call by job classification and work location on a rotational basis. An employee placed on-call shall be compensated, at the option of the employee, by two (2) hours of compensatory time off or pay for each weekday (Monday – Friday) on-call and by three (3) hours of compensatory time off or pay for each weekend day (Saturday or Sunday) or holiday on-call. **ON CALL GOVERNED BY SENIORITY, details at table**

F. An employee who is called to work shall receive credit for a minimum of four (4) hours pay at one and one-half (1-1/2) times the employee's regular hourly rate.

G. Based upon the employees' ability to perform the work, the University shall ~~attempt to~~ evenly distribute overtime among employees. The University shall post a monthly and year-to-date record of overtime distribution in each shop or work location.

H. There shall be no compounding/pyramiding of overtime payments.

- I. When an employee is required to work unscheduled overtime in excess of three (3) hours past his/her normal workday, s/he may be reimbursed up to seven dollars and fifty cents (\$7.50) for a meal when requested, unless a meal is provided. An employee who works scheduled overtime or who is called back to work is not eligible for a meal allowance.

ARTICLE 9 PERFORMANCE EVALUATION

- A. The performance evaluation is a constructive process to recognize the contributions of each individual employee. A performance evaluation is not, in and of itself, a disciplinary process.
- B. The performance of each non-probationary employee shall be evaluated in writing at least annually, in accordance with a process established by the University.
- C. If there is no evaluation on record within one year prior to a scheduled wage increase, the employee's overall evaluation shall be "Meets Expectations/Competent" or last year's evaluation, whichever rating is higher.
- D. If an employee does not receive an evaluation of performance and it has been at least a year since the last performance evaluation, he/she may request that an evaluation be done. Upon such written request, a performance evaluation shall be provided within thirty (30) calendar days.
- E. An employee shall have the right to provide a written rebuttal to his/her performance evaluation and to have that rebuttal attached to the performance evaluation. Both documents shall be placed in the employee's personnel file. An employee shall receive a copy of the signed performance evaluation, including the employee's rebuttal.
- F. Disputes arising from this Article shall not be subject to Article 23, Grievance Procedure.

ARTICLE 10
PROMOTIONS, TRANSFERS

- A. Recruitment announcements of open positions shall be posted electronically for a period of ~~seven (7)~~ fourteen (14) calendar days. Paper copies will be available upon request from the Facilities Office or the Human Resources Office.
- B. When two (2) or more employees are the final candidates for a promotion or lateral transfer within the unit and are judged by the University to possess equal qualifications for the position, seniority will be the deciding factor for selection.
- C. Lateral Transfer - If a bargaining unit opening in another department is posted, any qualified employee may request a lateral transfer to that position. If an employee requests such a transfer and possesses the skills required, the transfer will be effected. Lateral transfers under this Article shall not normally result in a reduction in base compensation.
- D. Employees who are selected for promotion or transfer from the campus to the medical center, or from the medical center to the campus, shall give management fourteen (14) days' notice of such transfer or promotion.
- E. The Union agrees to cooperate with the University's effort to comply with state and federal affirmative action guidelines.
- F. Disputes arising from this Article may only be reviewed through step two of the grievance procedure.

ARTICLE 11
OUT-OF-CLASS ASSIGNMENT

- A. Definition - An employee who is temporarily assigned to perform all the duties on a full-time basis of a position in a classification with a salary rate higher than the employee's regular appointment for a period of fifteen (15) consecutive working days or more shall be considered to be in an out-of-class assignment. The employee shall be paid at the rate of the higher classification for all hours worked in the out-of-class assignment.

- B. An out-of-class assignment requires prior approval of the Department Head.

- C. Disputes arising out of this article may **only** be reviewed through **step two** of the grievance and **arbitration** procedure.

ARTICLE 12 TRAINING AND DEVELOPMENT

A. JobRelatedTraining

1. Management will provide information on relevant, job-related training programs which it deems appropriate for employees to attend.
2. An employee may submit a request in writing to his/her supervisor to participate in a training program which is job related.
3. The University shall determine the degree to which participation in training programs shall be considered time worked and the degree to which payment of fees shall be provided.

B. Employee Fee Waiver

The appropriate administrator may approve requests from all full time employees and part-time permanent employees for enrollment in a maximum of four (4) UCI courses or twelve (12) units, whichever is greater, per semester (exclusive of courses in self-support programs) on the fee waiver program. UCI admission requirements shall be met or waived for SETC Career employees. UCI admission requirements shall not apply for job-related courses.

1. An employee taking a course(s) subject to the Employee Fee Waiver of this Article shall be granted reasonable release time for one (1) on-campus course per semester.
2. Employees on a leave of absence who otherwise are eligible to request a fee waiver may request a fee waiver for enrollment in more than two (2) courses per semester.
3. In order for an employee to continue participating in this program, normal academic standards shall be maintained. Courses taken on the fee waiver program shall be taken for credit and not audited.
4. A record of completed courses may be placed in the employee's official personnel file.

C. Dependent Fee Waiver

1. Employees eligible for participation in the SETC-UCI Fee Waiver Program as defined in Article 12B (SETC-Reduced fee enrollment) may transfer their existing Fee Waiver benefit entitlement maximum as defined in Article 12B (SETC-Reduced fee enrollment) to only one person at a time who is a spouse, domestic partner, or dependent child up to age 25, subject to the following conditions:

a. the courses are taken by a spouse, domestic partner, or dependent child who is matriculated toward a degree and the courses are for credit toward the degree's requirements;

b. this Fee Waiver benefit does not apply to out-of-state tuition; and

c. the administration determines that there is space available in such course offerings for the spouse, domestic partner, or dependent child.

2. The term "fee waiver" as used in this Article means a program that waives or reduces fees as listed below.

3. The following fees shall be fully waived:

University Registration Fee
Education Fee
Application Fee
Health Services Fee
Identification Card Fee
Instructionally Related Activity Fee

4. The following fees shall be reduced to one dollar (\$1) each:

Student Body Association Fee

(may not be waived or reduced for dependents)

Student Union Fee

Health Facilities Fee

5. The University Fee shall be waived for the units of courses taken in the SETC-UCI fee waiver program. Employees taking UCI courses in addition to the UCI fee waiver courses shall pay the difference between the full University Fee and the part-time University Fee.

6. All other fees shall be paid at the regular rate.

D. University Extension Programs

Bargaining unit employees may be eligible for discounts including 50% reduction on all Extension courses fees offered at UC Irvine, space permitting. Extension program discounts are offered on at the sole, non-grievable discretion of management.

E. Disputes

Disputes arising from this article shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

ARTICLE 13 HOLIDAYS

Employees are eligible for holiday pay in accordance with the nature of their appointments and their periods on pay status during the month in which the holiday occurs.

A. Eligibility for Holiday Pay

1. A full-time employee in a career position shall receive holiday pay if on pay status on the employee's last scheduled work day before the holiday and on the first scheduled work day following the holiday.
2. In addition, a full-time employee in a career position shall receive holiday pay in accordance with the following:
 - a. A new or rehired full-time employee shall receive pay for any holiday immediately preceding the employee's first day of work provided the holiday is the first working day(s) of the month.
 - b. A continuing full-time employee who is on approved leave without pay, temporary layoff, or furlough for a period of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday occurring in that period.
 - c. A terminating full-time employee shall receive pay for any holiday immediately following the employee's last day of work provided the holiday is the last working day(s) of the month.
3. No employee shall receive holiday pay for any holiday, which is immediately preceded by or followed by an unauthorized absence or a suspension for disciplinary reasons.

4. A full-time employee in a limited position and any part-time employee shall receive holiday pay in accordance with the following table except that holiday pay is not granted for a holiday that occurs before the first day of work for a new or rehired employee or after the last day of work for a terminating employee.

**HOLIDAY PAY FOR FULL-TIME LIMITED
AND PART-TIME EMPLOYEES**

Hours on pay status*					Percent** of Time on Pay Status	Hours*** of Holiday Pay
144 Hours* Month	152 Hours* Month	160 Hours* Month	168 Hours* Month	176 Hours* Month		
0-71	0-75	0-79	0-83	0-87	-	0
72-81	76-85	80-89	84-94	88-98	50-56%	4
82-99	86-104	90-109	95-115	99-120	57-68%	5
100-117	105-123	110-129	116-136	121-142	69-80%	6
118-135	124-142	130-149	137-157	143-164	81-93%	7
136-144	143-152	150-160	158-168	165-176	94-100%	8

* Paid hours, excluding holiday hours.

** An employee appointed on a percent of time basis earns in accordance with the appointment, provided the employee is not off pay status during the month.

*** When more than one holiday occurs in a month, multiply the Hours of Holiday Pay by the number of holidays for which the employee is eligible in the month to determine the total holiday hours with pay.

B. HolidaysObserved

The following holidays shall be granted:

New Year's Day
 Martin Luther King's Birthday
 President's Day
 Cesar Chavez's Day
 Administrative Floater at the Medical Center

Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Holidays are considered to extend over a twenty-four (24) hour period, but no employee may receive more than eight (8) hours of holiday pay for each holiday.

C. Cesar Chavez Administrative Floating Holiday for Employees at Medical Center.

1. Each member of the unit who works at the medical center shall be entitled to the Cesar Chavez floating holiday in lieu of the Cesar Chavez holiday mentioned in B above, under the following circumstances:
 - a. The employee is a member of the unit on November 1st of the applicable contract year, and
 - b. The employee uses the floating holiday between November 1st and October 31st of each contract year. In the event the employee does not use the personal holiday time before June 30th, the University may schedule the use of the holiday prior to the end of the contract year, the University will, at its sole non-grievable discretion, convert the Cesar Chavez floating holiday to either holiday compensatory time and place into the employee's holiday compensatory time bank, or pay the employee eight hours of holiday pay.
2. The University shall grant requests for the use of Cesar Chavez floating holiday time in accordance with medical center needs. If an employee requests and receives approval for the Cesar Chavez floating holiday and is then required to work, the employee is to be paid at one and one half (1 ½) times the regular rate of pay plus holiday pay.

- D. Holiday on Saturday or Sunday - When a holiday falls on a Sunday, the following Monday is observed as a holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday unless an alternative day is designated by the **Chancellor** of the University.
- E. Compensation for Holiday Work - When an employee's work schedule requires him/her to work on an observed holiday, the employee shall be paid at the premium overtime rate of time and one-half of their regular rate of pay, including any shift differential. In addition, the employee receives either eight (8) hours of holiday pay or compensatory time at the regular straight-time rate, including any shift differential. Holiday pay, as used in this section only, is not considered as hours worked for the purposes of determining overtime.
- F. Alternate Full-Time Work Schedule - An employee on an alternate full-time work schedule is entitled to the same number of holidays and the same number of paid holiday hours as are granted to regularly scheduled employees. An employee whose regular day off falls on a holiday observed by the University receives either another day off or compensating holiday pay.
- G. Special or Religious Holidays - An employee may observe a special or religious holiday, provided work schedules permit and provided that the time off is charged to accrued vacation, accrued overtime, **or comp time**, or is without pay.

ARTICLE 14
SICK LEAVE-FACTORED LEAVE ACCRUALS

A. Purpose

Sick leave is provided to continue the salary of eligible employees who would otherwise be on pay status but who are unable to work because of illness or disability. Sick leave is also provided for medical appointments and, on a limited basis, in the event of death or illness of a family member, **or consistent with State or Federal Statutes**.

B. Definitions

For purposes of this Article, a sick leave accrual period is defined as one calendar month for those employees who are paid monthly, or quadraweekly (two biweekly pay periods) for those employees who are paid biweekly.

C. AccrualRates

Sick leave is accrued each sick leave accrual period based on the number of hours on pay status during that accrual period. Sick leave is accrued at the rate of 0.046154 hours per hour on pay status for employees paid biweekly who are on factored leave accrual.

D. Eligibility

An employee shall accrue full or proportionate sick leave credit for a sick leave accrual period. The following criteria shall apply:

1. An employee must be on pay status at least one-half the working hours of the sick leave accrual period to accrue sick leave for that accrual period.
2. Sick leave shall accrue during leave with pay.
3. Sick leave for each sick leave accrual period shall accrue at the end of the sick leave accrual period, except that an eligible terminating employee shall accrue proportionate sick leave through the last day on pay status.
4. Sick leave is not accrued for time on pay status in excess of forty (40) hours in any workweek.
5. There is no maximum on the amount of sick leave that may be accrued.
6. A full-time career employee who is on approved leave without pay accrues full sick leave credit for that sick leave accrual period provided the employee is on pay status at least one-half the working hours of the accrual period.

E. Use of Sick Leave

An employee shall be permitted to use accrued sick leave as provided below:

quadweekly (two biweekly pay periods) for those employees who are paid biweekly.

1. An employee shall not use sick leave prior to the time it is accrued.
2. An employee shall not use accrued sick leave beyond a predetermined date of separation, including retirement or layoff, or predetermined date beginning a leave without pay.
3. An employee may be required to submit satisfactory proof of personal or family illness, disability, or death, to receive an excused absence from work and sick leave pay, per the restrictions of the, after three consecutive days of absence, FMLA/CFRA, and sick leave statutes of the State of California. Proof of absence shall be required from an employee when a pattern of abuse is confirmed by the supervisor.
4. A pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she is no longer able to work, or the date of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that she is physically unable to perform the normal duties of her job, consistent with the FMLA/CFRA, Pregnancy Leave Act, and the Pregnancy Disability Act.
5. Family Illness or Disability
 - a. Up to 30 days, if available, of accumulated sick leave per year may be used when the employee is required to be in attendance or to provide care for a family member as defined in Article 18 Section H1D.
 - b. Use of sick leave shall be granted under this provision and be charged against the Family Care Leave entitlement pursuant to Article 18 - Leaves of Absence.

6. Bereavement Leave - An employee shall be permitted to use not more than forty (40) hours of accrued sick leave when that employee's attendance is required due to the death of ~~any person the employee's parent, spouse, child, brother, sister, in laws or any other related person residing in the employee's household.~~
7. An employee who becomes ill while on vacation shall be permitted to use accrued sick leave if that employee is under the care of a physician and submits a physician's statement but may not use accrued sick leave in the event of illness of a family member.
8. An employee who has accrued sick leave but who is presently employed less than one-half time may use accrued sick leave, but not in excess of that employee's presently scheduled hours of work for any day.

F. Transfer and Reinstatement of Sick Leave

1. An employee who is transferred, promoted, or demoted from one University position to another University position in which sick leave accrues and to which sick leave can be transferred shall have the sick leave transferred. An employee who is transferred, promoted, or demoted to a position in which sick leave does not accrue or to which sick leave cannot be transferred shall have accrued sick leave held in abeyance. If the employee later transfers to a position in which sick leave accrues or to which sick leave can be transferred, the previously accrued sick leave shall be reinstated.
2. An employee who is reemployed after a break in service of less than fifteen (15) calendar days shall have all sick leave from prior service reinstated.
3. An employee who is reemployed after a break in service of fifteen (15) calendar days or more but less than six (6) months shall have accrued sick leave from prior service not in excess of eighty (80) hours reinstated.
4. State of California service is included as University service for the purpose of applying paragraphs F.2 and F.3 above.
5. An employee who is reemployed from preferential rehire status shall have all accrued sick leave from prior service reinstated.

ARTICLE 15
VACATION-FACTORED LEAVE ACCRUALS

- A. Vacation credit for eligible employees is accrued each vacation accrual period based on the number of hours on pay status for that vacation accrual period at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half the working hours of a vacation accrual period to accrue vacation credit for that period.
- B. Definitions - For purposes of this Article, a vacation accrual period is defined as one calendar month for those employees who are paid monthly, or quadraweekly (two biweekly pay periods) for those employees who are paid bi-weekly.
- C. Rate of Accruing Vacation - Vacation credit shall be accrued by an eligible employee beginning on the first day of the vacation accrual period during which the required qualifying service is completed, at the following rates:

Years of Qualifying Service (1)	Per Hour on Pay Status	Approximate Days Per Year
Less than 10	.057692 hour	15
10 but less than 15	.069231 hour	18
15 but less than 20	.080769 hour	21
20 or more	.092308 hour	24

- D. Qualifying ServicetoDetermineRateofVacation - Qualifying service to determine the rate of vacation credit shall be calculated as follows:
1. A month of service at the University at one-half time or more is a month of qualifying service. Service prior to January 1, 1972, shall be included in determining length of service, but increased vacation benefits resulting from the change from full-time equivalent service to service at one-half time or more shall apply only to vacation credit earned after January 1, 1972.
 2. Payment for service must have been made by the University or the State of California.
 3. Time on military leave from the University or the State of California is included.

4. Service need not be continuous.

- E. Eligibility to Earn Vacation - An employee appointed to fifty percent (50%) or more of full time for a period of six (6) months or more is eligible to earn vacation from the date of the appointment. An employee who is not eligible to earn vacation by the nature of the appointment becomes eligible to earn vacation after six (6) continuous months in pay status at fifty percent (50%) or more and shall then be credited with vacation for the six-(6)-month period.
- F. Waiting Period to Take Vacation - An employee who earned vacation from the date of the appointment shall not use such vacation until completing six (6) continuous months on pay status at fifty percent (50%) or more.
- G. An eligible employee who was employed from State of California service following completion of six (6) months of State service at one-half time or more shall not service another waiting period if the change did not involve a break in employment of more than fifteen (15) calendar days.
- H. An eligible reemployed person who previously completed the required waiting period may use vacation credit without serving another waiting period, provided the break in service is less than six (6) months.
- I. Accrual of Vacation - An employee shall accrue full or proportionate vacation credit for a vacation accrual period. The following criteria and procedures shall control vacation credit accrual:
1. Vacation credit shall accrue during leave with pay.
 2. Vacation credit for each vacation accrual period shall be accrued at the end of the period, except that an eligible separating employee accrues proportionate vacation through the last day on pay status.
 3. A full-time career employee who is on approved leave without pay receives full vacation credit for a vacation accrual period during which he/she is on pay status at least one-half the working hours of the accrual period.

4. Vacation credit shall not accrue for time on pay status in excess of the full-time working hours in a week.
 5. A full-time employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate. A part-time employee shall accrue vacation credit to the same maximum number of hours as a full-time employee with comparable years of service.
- J. Scheduling of Vacation - Vacation leave shall be scheduled to meet the operational requirements of the University and in accordance with the following:
1. Vacation credit shall not be used prior to the time it is accrued, except when the Chancellor allows the use of anticipated vacation at times of holiday closures.
 2. Upon request, an employee shall be granted vacation before the employee's accrued credit reaches the maximum which the employee can accumulate. An employee shall be notified thirty (30) calendar days before reaching the maximum vacation credit which the employee can accumulate.
 3. An employee shall not be paid vacation for the same period that the employee is working and on pay status in the employee's present position, or in any other position paid by University funds (see exception in paragraph K below).
 4. Vacation schedules shall be established on the basis of seniority. Seniority, for the purposes of this section, shall be defined as start date in the shop. If equal, the tiebreaker will be University hire date. Vacation requests may be submitted by an employee in the month of ~~January~~ ~~December~~ for vacation to be taken between ~~February~~ ~~January~~ 1 and ~~January~~ ~~December~~ 31 of the following year.
 5. Vacation requests submitted after ~~February~~ ~~January~~ 1 shall be reviewed on a "first-come, first served" basis. Management will respond to a request for unscheduled vacation, ~~within~~ as soon as practicable. Exceptions to these vacation requests may be granted to an employee who has made or wishes to make long-term vacation plans.

6. An employee may split his/her vacation time, but preference according to seniority shall only apply to one of the requests in that calendar year.
 7. Occasional unscheduled vacation days may be granted subject to the operational requirements of the University, and provided that they are requested at least three (3) days in advance.
 8. Vacation days requested less than three (3) days in advance may be granted at the discretion of supervision. The request for such vacation shall be made either orally or in writing through the immediate supervisor, and may be reviewed by a designated University manager. Verification of the need for vacation with less than three (3) days' notice may be required, and, if required, shall be submitted to the designated University manager prior to payment.
 9. In the event of an emergency, as determined by management, scheduled vacations may be canceled. Management will consider the effect of vacation cancellation prior to enacting any cancellation.
- K. Transfer of Vacation - An employee who is transferred, promoted, or demoted from one University position to another University position or funding source in which the employee will accrue vacation credit and to which vacation credit may be transferred shall have vacation credit transferred.
- L. An employee who is transferred, promoted, or demoted to another University position in which the employee will not be eligible to transfer or accrue vacation credit shall be paid for accrued vacation.
- M. Terminal Vacation Pay - An eligible employee who separates from University employment or who is granted extended military leave shall be paid for vacation credit accrued through the employee's last day of work. Such terminal vacation shall be paid to the next highest hundredth hour. The effective date of separation shall be the last day of work, except that an employee who is retiring may use vacation up to the effective date of retirement.

- N. Donations for Catastrophic Leave - Any bargaining unit employee may participate in the campus or medical center catastrophic illness/injury leave program in accordance with the provisions of the program. Any employee who loses vacation because they have exceeded maximum accruals shall have hours that would have been accrued donated to catastrophic leave.

ARTICLE 16
WORK-INCURRED INJURY OR ILLNESS

- A. This Article sets forth the application of sick leave and vacation for employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act and provides extended sick leave for such employees when sick leave is exhausted and when employees are still unable to work because of such injury or illness.
- B. Use of Accrued Sick Leave and Vacation - An employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act. **Once an employee's Worker's Compensation claim is deemed compensable, either through Worker's Compensation court decision, or stipulation, all sick leave used during said Worker's Compensation leave, shall be restored to said employee.**
- C. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with the full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
- D. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

E. ExtendedSickLeave

1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the basic salary plus any shift differential which the employee would have received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one injury or illness.
2. An eligible employee who does not have sufficient accrued sick leave to cover the three calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.
3. An employee who elects not to use all sick leave is not eligible for extended sick leave benefits.

- F. Supplemental Leave - An employee who is receiving temporary disability payments and supplemental sick leave or vacation, as described in paragraphs B through D above, is considered on regular pay status, except for completion of the probationary period. Sick leave and vacation accrued during this period may be used as soon as they accrue.
- G. Extended Sick Leave - An employee who is receiving temporary disability payments and extended sick leave benefits is considered to be on regular pay status, except for completion of the probationary period. However, sick leave and vacation accrued during this period is credited to the employee only upon return to work. If an employee separates without returning to work, the employee shall be paid for vacation for the period the employee received extended leave payment.
- H. Leave Without Pay - An employee on leave without pay and receiving temporary disability payments accrues sick leave and vacation on the same basis as if regularly employed, but such accrual is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such vacation credit.
- I. Family Care and Medical Leave - An employee who is receiving supplemental leave and/or extended sick leave as described above in Sections E-F shall have that time counted against the twelve (12) workweek entitlement to family care and medical leave, provided that the employee is entitled to leave pursuant to Article 18, Section D Family Care and Medical Leave.
- J. Separation - An employee shall not use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay. Any vacation credit remaining on the date of separation shall be paid on a lump sum basis.

ARTICLE 17
MILITARY LEAVE

A. TemporaryMilitaryLeaveForActive-DutyTraining

1. Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty for training for a period not to exceed 180 calendar days, including time spent traveling to and from such duty. Such leave is not granted for inactive duty such as regular weekly or monthly meetings or drills required to maintain reserve status. However, unpaid leave may be granted for such meetings and drills or the employee may elect to use vacation leave.
2. EligibilityforPay - An employee granted leave for military reserve training is entitled to receive regular University pay for up to 30 calendar days, but not to exceed the actual period of active duty for training, provided:
 - a. The employee has at least 12 months of continuous University service immediately prior to granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
 - b. Such payment, in addition to University payment for extended military leave and for military leave for physical examinations, does not exceed 30 calendar days' pay in any one fiscal year.

3. The University may require verification of an employee's military orders.
4. Part-timeEmployee - An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.
5. IneligibleEmployee - An employee not eligible for military leave pay may have such absence charged to accrued vacation, accrued compensatory time off, or the military leave may be without pay.
6. Benefits - An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws, but shall not accrue vacation or sick leave or receive holiday pay for any month in which the employee is not on pay status at least fifty percent of the working hours of the month. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits.

B. ExtendedMilitaryLeave

1. Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of 180 days.

2. PeriodofLeave - An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five years. In addition to the initial period of the leave and any extensions thereof in accordance with Section B, leave shall be granted for a period up to six months from the date of release from duty.
3. EligibilityforPay - An employee granted extended military leave is entitled to receive regular University pay for the first 30 calendar days of leave provided:
 - a. The employee has at least 12 months of continuous University service immediately prior to the leave (any prior full-time military service shall be included in calculating this University service requirement);
 - b. Such payment, in addition to University payment for military reserve training leave and for military leave for physical examinations, does not exceed 30 calendar days' pay in any one fiscal year.
4. The University may require verification of an employee's military orders.
5. Benefits - An employee granted extended military leave shall at the time the leave commences receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed 180 days. At the end of the 180-day period, vacation credits retained on the records shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred during the 180 day period.
6. Sick leave credit shall be retained on the records. Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.
7. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit

toward completion of a probationary period (see section B.9.), nor shall the employee accrue vacation or sick leave or receive holiday pay for any month in which the employee is not on pay status at least fifty percent of the working hours of the month while on Extended Military Leave.

8. ProbationaryEmployee - An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.
 - a. If the probationary employee served in active military service for a period of thirty (30) days or less, he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
 - b. If the probationary employee served in active military service for a period in excess of one hundred eighty (180) days, he/she shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

9. Reinstatement

- a. Following release from active duty, an employee granted extended military leave shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.
- b. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave.

C. EmergencyNationalGuardLeave

1. Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not

eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in section B.

2. EligibilityforPay - An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed 30 calendar days in any one fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for military reserve training leave, extended military leave, and military leave for physical examinations.
3. Benefits - An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment, which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency is over, but shall not accrue vacation or sick leave or receive holiday pay for any month in which the employee is not on pay status at least fifty percent of the working hours of the month.
4. Reinstatement
 - a. Following release from active duty, an employee granted leave for emergency National Guard duty shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.
 - b. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position granted during military leave.

D. PhysicalExamination

1. Military leave with pay shall be granted to an employee in accordance with A.2.b. and B.3.b., regardless of length of service, when the employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency. The University may require

verification of an employee's military orders to report for a physical examination.

2. The University may grant leave without pay for further physical examinations required for military service or the employee may charge such time off to accrued sick leave, accrued vacation or accrued compensatory time off.

E. DefenseWork

Military leave without pay may be granted to an employee who is called or volunteers to serve in scientific research and development under the auspices of the federal government during a war or comparable period of national emergency. An employee granted such leave shall be eligible for the benefits set forth in sections B.5.-10. of this Article and shall have the right to return to University service within six (6) months following termination of such defense work or the cessation of the war or period of national emergency, whichever occurs first. However, such an employee shall not be eligible for 30 calendar days' pay for military leave.

F. MilitaryCaregiverLeave

Military Caregiver Leave is an additional type of Family Care and Medical Leave available to eligible employees. An employee may take Military Caregiver Leave to care for a family member who is a "covered service member" undergoing medical treatment, recuperation or therapy for a "serious injury or illness."

1. EligibilityCriteriaandDuration - An eligible employee is entitled to up to 26 workweeks of Military Caregiver Leave during a single 12-month leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered service member to be eligible for this type of leave and must meet the eligibility requirements for Family Care and Medical Leave set forth in Section B.2.a.

2. Definitions

- a. "Covered service member" means (a) a current member of the regular Armed Forces (including a member of the Reserves; a

member of the National Guard; or a member of the Armed Forces, the National Guard, or the Reserves who is on the temporary disability retired list) who has a “serious injury or illness” incurred or aggravated in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list or (b) a veteran of the Armed Forces (including the National Guard or the Reserves), provided that the veteran is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness” that was incurred or aggravated in the line of duty on active duty within five (5) years of the date on which the veteran left the Armed Services.

- b. “Outpatient status” means the status of a service member assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- c. “Serious injury or illness” means an injury or illness (a) incurred or aggravated by the covered service member in the line of duty on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating or (b) of a veteran of the Armed Forces (including the National Guard and the Reserves), provided that the veteran’s injury or illness was incurred or aggravated in the line of duty on active duty and that the medical treatment, recuperation, or therapy that the veteran is receiving for that injury or illness is occurring within five (5) years of the date the veteran left the Armed Forces.
- d. “Parent of a covered service member” means a covered service member's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered service member. The term does not include parents “in law.”
- e. “Son or daughter of a covered service member” means the covered service member's biological, adopted, or foster child,

stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

- f. “Next of kin” means (a) the nearest blood relative of the covered service member (other than the covered service member's spouse, domestic partner, parent, son or daughter) or (b) the person who the covered service member has designated in writing as his or her nearest blood relative for purposes of Military Caregiver Leave.
- g. “Single 12-month leave period” means the period beginning on the first day the employee takes leave to care for the covered service member and ends 12 months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

3. Leave Entitlement - Leave is applied on a per-covered service member, per-injury basis. Eligible employees may take more than one period of 26 workweeks of leave if the leave is to care for a different covered service member or to care for the same service member with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any “single 12-month period.” If an eligible employee does not use all of his or her 26 workweeks of leave entitlement to care for a covered service member during this single 12-month leave period, the remaining part of the 26 workweek entitlement to care for the covered service member for that serious injury or illness is forfeited. As with other types of Family Care and Medical Leave, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered service member, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates a recurring periods of leave than does the employee’s regular position.

4. Documentation and Certification - Employees may be required to provide a certification completed by an authorized health care

provider of the covered service member that provides information necessary to establish entitlement to Military Caregiver Leave. In addition, employees may be required to provide certain information (or have the covered service member provide that information) including information establishing that the service member is a covered service member for purposes of Military Caregiver Leave, his or her relationship with the employee, and an estimate of the leave needed to provide the care. The employee may also be required to provide confirmation of a covered family relationship between the employee and the service member.

5. Use of Accrued Paid Leave - Military Caregiver Leave is unpaid leave, except an employee may use sick leave in accordance with Article 39 – Sick Leave and shall use accrued vacation time prior to taking leave without pay.
 6. Advance Notice - Whenever possible, an employee shall provide at least 30 days advance notice. If 30 days notice is not practicable, notice shall be given as soon as practicable. Failure to comply with this notice requirement may result in postponement of leave.
 7. Reinstatement - Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 16 – Layoff and Reduction in Time.
 8. Continuation of Health Benefits - An employee on an approved Military Caregiver Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status during the leave.
- G. Qualifying Exigency Leave - Qualifying Exigency Leave is an additional type of Family Care and Medical Leave available to eligible employees. If the employee is the spouse, domestic partner, son,

daughter or parent of a “covered military member,” the employee may take Qualifying Exigency Leave to attend to any “qualifying exigency” while the covered military member is on activity military duty or has been notified of an impending call or order to active military duty in the Armed Forces.

1. Definitions

- a. “Covered military member” is an individual who is on “active duty or call to active duty status” and is either (a) a member of a regular component of the Armed Forces who is deployed to or returning from a foreign country due to service with the Armed Forces, (b) a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, or Coast Guard Reserve), or (c) a retired member of the regular Armed Forces or the Reserves.
- b. “Parent of a covered military member” means a covered military member’s biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered military member. The term does not include parents “in law.”
- c. “Son or daughter of a covered military member” means a covered military member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered military member stood in loco parentis, and who is of any age.
- d. “Active duty or call to active duty status” means duty under a call or order to active duty (or notification of an impending call or order to active duty) in the Armed Forces.
- e. “Qualifying exigency” is defined as any one of the following, provided that the activity relates to the covered military member’s active duty or call to active duty status:
 1. Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven or fewer calendar days prior to the date of deployment;

2. Military events and activities, including official ceremonies;
3. Childcare and school activities for a child of the covered military member who is either under age 18 or incapable of self-care;
4. Financial and legal arrangements to address the covered military member's absence or to act as the covered military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status and for the 90 days after the termination of the covered military member's active duty status;
5. Counseling (provided by someone other than a health care provider) for the employee, for the covered military member, or for the child of the covered military member who is either under age 18 or incapable of self-care;
6. Rest and recuperation (up to 5 days of leave for each instance) to spend time with the covered military member who is on short-term, temporary rest and recuperation leave during deployment;
7. Post-deployment activities to attend ceremonies sponsored by the military for a period of 90 days following termination of the covered military member's active duty and to address issues that arise from the death of the covered military member while on active duty status; and
8. Additional activities related to the covered military member's active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

2. Eligibility - An employee who is the spouse, domestic partner, son, daughter, or parent of a covered military member is eligible for Qualifying Exigency Leave if the employee meets the

eligibility requirements for Family Care and Medical Leave set forth in Section B.2.a.

3. LeaveEntitlement - Eligible employees are entitled to up to 12 workweeks of Qualifying Exigency leave during a calendar year. As with other Family Care and Medical Leaves, Qualifying Exigency Leave also may be taken on an intermittent or reduced schedule basis.
4. DocumentationandCertification - Employees may be required to provide a copy of the covered military member's active duty orders. Employees may also be required to provide certification of: (1) the reasons for requesting Qualified Exigency Leave, (2) the beginning and end dates of the qualifying exigency, and (3) other relevant information.
5. UseofAccruedPaidLeave - Qualified Exigency Leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.
6. Notice - The employee shall provide notice of the need for leave as soon as practicable.
7. Reinstatement - Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 16 – Layoff and Reduction in Time.
8. ContinuationofHealthBenefits - An employee on an approved Qualified Exigency Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to 12 workweeks in a calendar year.

H. MilitarySpouse/DomesticPartnerLeave

An employee who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a “qualified leave period” when the employee’s spouse or domestic partner is on leave from a period of military conflict. “Qualified leave period” means the period during which the “qualified member” is on leave from deployment during a period of military conflict. An eligible employee shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. Eligibility

To be eligible, an employee must satisfy all of the following criteria:

- a. Be a spouse or domestic partner of a “qualified member” (defined below);
- b. Perform services for the University for an average of 20 or more hours per week;
- c. Provide the University with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment, of the employee’s intention to take the leave; and
- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.

2. Definitions

- a. “Qualified member” means a person who is any of the following:
 1. A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or

2. A member of the National Guard who has been deployed during a period of military conflict, or
 3. A member of the Reserves who has been deployed during a period of military conflict.
- b. "Period of military conflict" means either of the following: a. A period of war declared by the United States Congress, or b. A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code section 395.10.
- c. Substitution of Paid Leave This leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.

ARTICLE 18 LEAVES OF ABSENCE

A. General Provisions

In accordance with the provisions of this Article, Leaves of Absence, with or without pay, may or will be approved by the University.

1. Non-medical leaves of absence, with or without pay, include: leave for jury duty, administrative or legal proceedings or personal leaves.
2. Medical Leaves with or without pay, include Pregnancy Disability Leave, Family Care/Medical Leave, which includes both Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1995 (CFRA), and Disability Leave.

B. Benefit Eligibility

1. Approved leave without pay shall not be considered a break in service. Except as provided for Pregnancy Disability Leave and Family Care and Medical Leave (See Sections GandH of this Article), an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans for the period of the leave by remitting to the University the entire premium

amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

2. If an employee is on leave without pay more than half a calendar month, sick leave, vacation, and seniority credit do not accrue.

C. PayStatus

1. Periods on leave in a without-loss-of-straight-time pay status shall be considered time worked.
2. The provisions of Article 14 -Sick Leave, Article 15 -Vacation and Article 44 -University Benefits shall apply when employees are on an approved leave without pay.

D. RequestsforLeave

Except as provided in Section H. Family Care and Medical Leave, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request.

All requests for leave(s) of absence shall contain the requested beginning date, end date and any additional information as requested.

E. ReturntoWork

1. Except as provided in Section G. Pregnancy Disability Leave, and Section H. Family Care and Medical Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six calendar months or less, or 12 months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.

2. An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.
3. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.
4. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job. Such absences shall be treated in accordance with Article 49 – Resignation and Job Abandonment.

F. PersonalLeave

1. An employee in a career position may be granted a personal leave for the employee's convenience, subject to the operational needs and requirements of the University. In special situations, a personal leave for temporary employment outside the University may be approved provided that the outside work is in the interest of public service and/or will be beneficial to the University upon the employee's return.
2. A personal leave may also be granted for extended illness or to care for a newborn or newly-adopted child.
3. A department head may approve a personal leave for a period not in excess of six (6) months. The Chancellor, upon recommendation of a department head, may approve extension of a personal leave for a total leave of not more than twelve (12) months.

G. PregnancyDisabilityLeave

1. A female employee disabled on account of pregnancy, childbirth, or related medical conditions is entitled to a medical leave of

absence in accordance with the provisions of this Article. Pregnancy Disability Leave may consist of leave without pay and/or paid leave such as accrued sick leave, accrued vacation leave, and compensatory time off. The employee shall provide written notice of the need for leave as soon as she becomes aware of it and, at a minimum, thirty (30) days in advance if possible.

2. Verification of medical disability for pregnancy-related purposes shall include, but is not limited to, a statement of a health care provider of the anticipated duration of disability; the estimated date of delivery; a statement that the employee is incapable of performing the essential assigned functions of her job; and the anticipated date that the employee will be able to perform the essential assigned functions of her job.
3. TimePeriods
 - a. During the period of verified pregnancy-related/childbearing disability, a female employee is entitled to and the University shall grant a medical leave of absence of up to four months. If a career employee's pregnancy-related/childbearing medical disability continues beyond four months, a personal leave of absence may be granted, for a total leave of absence not to exceed six months.
 - b. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act, up to 12 workweeks of such leave shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, an employee shall also be entitled, if eligible, to up to 12 workweeks of State Family Care and Medical Leave for any covered reason except pregnancy or a pregnancy-related medical condition. When parental leave is granted under Section H. Family Care and Medical Leave, the total of parental leave and pregnancy-related/childbearing disability leave, when taken in conjunction, shall not exceed seven months.
4. ReturnfromaPregnancy/DisabilityLeave - An employee who has been granted a medical leave of absence for

pregnancy/childbearing disability purposes shall be returned to the same job provided the employee returns to work immediately upon termination of the pregnancy-related/childbearing disability and provided such return is within four months of the date on which the pregnancy-related/childbearing medical leave commenced. If the same job was abolished during the leave, a similar job will be offered. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. A female employee who is also granted Parental Leave and Family Care and Medical Leave shall be returned to work in accordance with H.c.3) of this Article.

5. Continuation of Health Benefits An employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave shall not be entitled to an additional 12 work weeks of health plan coverage under the State Family Care and Medical Leave Act.

H. FamilyCareandMedicalLeave

1. Employees who have at least one year of University service, and have at least 1,250 actual hours of work during the 12-month period immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of 12 workweeks of Family Care and Medical Leave in the leave year, except as otherwise provided in this Article. Actual hours worked does not include sick leave, vacation or compensatory time off hours or time paid for holidays or time spent in unrestricted on-call status. For employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.
2. Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation and compensatory time, and leave of absence

without pay. For purpose of this section, leave year is defined as calendar year.

3. Definitions

- a. ParentalLeave is leave to care for the employee's newborn or a child who has been placed with the employee for adoption or foster care.
- b. MedicalLeave is leave granted for the employee's own serious health condition that makes the employee unable to perform the essential assigned functions of the employee's position.
- c. FamilyIllnessLeave is leave to care for the employee's child, parent or spouse with a serious health condition.
- d. A family member for the purposes of family care leave is the employee's biological, adopted, or foster child, stepchild or legal ward who is under eighteen (18) years, a child for whom the employee stands in loco parentis, or an adult dependent child; a biological, foster or adoptive parent, stepparent or legal guardian, an individual who stood in loco parentis while the employee was a child; spouse or same or opposite sex domestic partner.
- e. An employee's own serious health condition is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves the following:
 1. inpatient care in a hospital, hospice, or residential medical care facility, or
 2. continuing treatment by a health care provider for:
 - a. a period of incapacity of more than three (3) consecutive calendar days, or

- b. any period of incapacity or treatment due to a chronic serious health condition, or
- c. any period of incapacity which is permanent or long-term due to a condition for which treatment may be effective.
- f. Healthcare provider means an individual who is licensed in California to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), physician assistant, nurse practitioners and nurse-midwives performing within the scope of their practice, Christian Science practitioners or any health care provide that the employee's health plan carrier recognizes for the purposes of payment.
- g. Equivalent position has the same pay, benefits, and working conditions, including the same or substantially similar duties and responsibilities, which entail substantially equivalent skill, effort, responsibility, and authority.

General Provisions

a. Time Periods

1. For Family Care and Medical Leave purposes only, 12 workweeks means 12 workweeks in a leave year for full-time employees. For employees who work less than full time or who work full-time but on alternative work schedules, the number of working days shall be adjusted on a pro-rata basis.
2. Parental Leave shall be initiated and concluded within one year of the birth or placement for adoption or foster care of the employee's child. The University shall grant a Parental Leave of at least one day but less than two weeks duration on any two occasions during any twelve (12) month period. The University at its discretion may require that any additional leaves requested during this same period be for a minimum duration of

two weeks, unless otherwise required by law. The total of Pregnancy Disability Leave and Parental Leave, when taken in conjunction, shall not exceed seven months.

3. When medically necessary and supported by medical certification, the University shall grant an employee Family Illness and/or Medical Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of 12 workweeks in any 12-month period.
4. Where the employee requests an intermittent leave or leave on a reduced leave schedule for a planned medical treatment, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.
5. A personal leave may also be granted for extended illness or to care for a newborn or newly-adopted child, to career employees who are ineligible for Family Care and Medical Leave or who are eligible for Family Care and Medical Leave but have exhausted their 12work week entitlement in one work year. Such leave may consist of leave without pay and/or paid leave such as accrued sick leave, vacation and compensatory time off. The leave shall be requested at least 30 days in advance if possible.
6. The date of return is determined when the leave is granted. Extensions, if any, may be granted in accordance with this Article.

b. Notice

1. If the employee learns of the event giving rise to the need for more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the

need for leave, and, at a minimum, 30 days prior to the commencement of the leave, if practicable.

2. If the need for the leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations.
3. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the University with as much advance notice as is practicable, and, at a minimum, within five working days after learning of the event.
4. An employee who fails to give 30 days' notice for a foreseeable leave, with no reasonable basis for the delay, may have his/her family care and/or medical leave denied until 30 days after the date on which the employee provides notice.

c. Certification

1. For the Employee's Own Serious Health Condition - When leave is requested for the employee's own serious health condition, the University may, at its discretion, require in writing that an employee's request for Family Illness or Medical Leave be supported by a written certification issued to the University by the health care provider of the individual requiring care. The certification shall be on a form provided by the University and shall include the following:
 - a) For the serious health condition of the employee the date on which the condition commenced;
 - b) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform;
 - c) if known, and the probable duration of the condition and probable date of return to work;

- d) whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of such schedule;
- e) if the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.
- f) Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider. Should the second medical opinion differ from the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.
- g) If additional leave is requested upon expiration of the leave granted, the University may, at its discretion, require the employee to obtain recertification. Such requests for subsequent certification shall be in writing.
- h) If certification or recertification is required, the employee shall return the certification within 15 calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in denial of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given 15 calendar days to perfect the certification. Failure to perfect an incomplete certification may result in denial of the leave or denial of continuation of the leave.

2. FortheEmployee'sFamilyMember

A serious health condition for the purposes of family illness leave is an illness, injury, impairment, or physical or mental condition which warrants the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort.

When leave is requested to care for the employee's seriously ill family member, the University may, at its discretion, require in writing that an employee's request for Family Illness or Medical Leave be supported by a written certification issued to the University by the health care provider of the individual requiring care.

The certification shall be on a form provided by the University and shall include the following:

- a) The certification should include for the employee's family member a statement that the family member has a serious health condition which warrants the participation of a family member to provide supervision or care and an estimate of the amount of time that the health care provider believes the employee is needed to provide care during the period of the treatment or supervision of the individual requiring care.
- b) Whether the employee will need to care for the family member intermittently or on a reduced work schedule, and the probable duration that the employee is needed to provide care.
- c) Confirmation of Family Relationship
 - I. University may, at its discretion, require an employee requesting leave to care for a family member with a serious health condition or requesting Parental Leave, to provide documentation of the familial relationship or proof of birth, placement for adoption or in foster care.
 - II. Failure to provide documentation within fifteen (15) calendar days of the University's request may result in delay of the leave until the required documentation is provided. If the employee fails to provide the required

documentation and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.

3. Return to Work

An employee who has been granted a Medical Leave for reasons other than pregnancy-related/childbearing disability shall be returned to the same or an equivalent position when the employee has been medically released to perform the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the denial of reinstatement until after the employee submits the required medical release certification. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. A limited employee granted a Family Care and/or Medical Leave is not entitled to reinstatement to his/her position if the employee's limited appointment ending date occurs before the scheduled return date.

When the employee requests an intermittent leave or a reduced work schedule, the University may, at its sole, non-grievable discretion, require the employee to transfer temporarily to an available alternate position which the employee is qualified and which better accommodates the employee's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

An employee who fails to return to work on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job. Such absences shall be treated in accordance with Article 49 – Resignation and Job Abandonment.

4. Use of Accrued Paid Leave

- a. An employee on approved Family Illness Leave may, at the discretion of the University, elect to use accrued vacation time

and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10 percent of the vacation leave credit prior to taking leave without pay. Up to 40 hours of accrued sick leave per year may be substituted for Family Illness Leave granted under this section, pursuant to Article 14.A. and 14.B. Sick Leave, Section E.5.

- b. An employee on an approved Parental Leave may elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10 percent of the vacation leave credit prior to taking leave without pay.
- c. An employee on leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 16 Work-Incurred Injury or Illness. Employees not eligible for University disability benefits who are not on leave due to a work-incurred illness or injury shall use all accrued sick leave prior to taking medical leave without pay. An employee may elect to use accrued compensatory time off or accrued vacation before taking leave without pay.

However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10 percent of the vacation leave credit prior to taking leave without pay.

5. Duration

- a. Family Care and Medical Leave shall not exceed twelve (12) workweeks in any leave year. In the event University policy and/or State or Federal law result in a different date of commencement for this twelve-month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees.

- b. For the purposes of FMLA, only, twelve (12) workweeks is equivalent to 480 hours of scheduled work for full-time employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FMLA leave need not be consecutive, in no event shall an employee's aggregate use of FMLA leave exceed a total of twelve (12) weeks within the leave year.
- c. For employees who work part-time or a schedule other than an 8/40, the number of FMLA leave hours to which the employee is eligible shall be adjusted in accordance with his/her normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FMLA leave based on her/his hours worked over the previous twelve (12) weeks preceding the leave.
- d. When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for a reduced work schedule or intermittent leave including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of twelve (12) workweeks in the leave year.
- e. When the employee requests an intermittent leave or a reduced work schedule, the University may, at its discretion, require the employee to transfer during the time of restriction to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

6. Continuation of Health Benefits

- a. An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to 12 work weeks in the leave year. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall

not be entitled to an additional 12 work weeks of health plan coverage under the State Family Care and Medical Leave Act. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

7. Deferral or Denial of Family Care Leave Requests

- a. An employee who fails to give 30 days' notice for a foreseeable leave in accordance with Section H.2.b.1, with no reasonable basis for the delay, may have his/her Family Care and/or Medical Leave denied until 30 days after the date on which the employee provides notice.
- b. An employee who fails to provide certification or recertification as required may have his/her request for leave denied or deferred until the requested certification is provided.
- c. An employee who fails to provide a required medical release certification to return to work, may have his/her reinstatement denied until a medical release certification is provided.

8. Review of Denials or Deferrals of Family Care Leave Requests

- a. If an employee's request for Family Care and/or Medical Leave is denied, deferred, or otherwise provided short of the employee's initial request, such University action may, upon the employee's written request, be reviewed by the Department Head.

I. Disability Leaves other than FMLA/CFRA/Pregnancy Leave

A disability leave of absence with or without pay is a leave due to non-work related illnesses or injuries. An eligible career employee shall be granted leave from work for medical reasons. This leave includes the combined use of accrued sick leave and the disability leave of absence without pay in accordance with the provisions of this article and Article 14-Sick Leave.

- a. Eligibility – An employee may be eligible for a disability leave of absence with or without pay when he or she has exhausted her or his twelve (12) work week Family Care/Medical Leave entitlement in a

calendar year, or he or she is not otherwise eligible for Family Care/Medical Leave, or the employee has exhausted his or her four (4) month entitlement under Pregnancy Disability Leave, and he or she:

1. is medically incapable of performing the essential assigned functions of his or her job due to a non-work related illness or injury and
 2. has furnished evidence of disability satisfactory to the University.
- b. Duration – When the use of accrued sick leave and a disability leave of absence without pay are combined, a disability leave may be granted by the University for a total period of verified disability not to exceed six (6) months.
- c. An employee granted a disability leave who is also applying for University disability for non-work related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking leave without pay.
- d. In the event that the employee's accrued sick leave is greater than six (6) months, a disability leave of absence without pay in addition to the use of all accrued sick leave, shall not be granted.
- e. If an extension to a disability leave of absence within the total six (6) month period is not granted, an employee will be medically separated in accordance with Article 30 -Medical Separation.
- f. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated on the basis of medical condition in accordance with Article 30 -Medical Separation.
- g. ReturntoWork – The employee shall not be reinstated from a medically-related leave of absence until a medical release certification is provided to the University within the time limits specified by the department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position.

J. JuryDuty

1. When summoned, an employee shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the employee's scheduled number of hours of work.
2. During the time a full-time employee is responsible to the court for jury duty, the University will convert the employee's usual work shift to a regular five-day, Monday through Friday, day shift basis.
3. When summoned, a part-time employee in a career position shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the employee's regularly scheduled hours of work.
4. Employees shall provide a proof of jury service from the court to supervision upon return.

K. WitnessPay

When served with a subpoena which compels the employee's presence as a witness, a full-time employee in a career position on any shift or work schedule shall be granted leave with pay for actual time he/she was required to spend at the administrative or legal proceedings and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal work week. A part-time employee in a career position shall be granted leave with pay for time he/she was required to spend at the proceedings and in related travel which occurs during the employee's regularly scheduled hours of work. Leave with pay shall not be granted when an employee is the plaintiff or defendant in a proceeding, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.

L. LeaveForWork-IncurredDisability

An employee who is off pay status and receiving temporary disability payments under the Worker's Compensation Act may be granted, at the discretion of the department head, a leave without pay for all or part of the period during which temporary disability payments are

received, except that any leave without pay which is granted shall not extend beyond a predetermined date of separation.

ARTICLE 19 DISCIPLINE AND DISMISSAL

A. General Provisions

1. The University shall have the authority to discipline or to dismiss a non-probationary career employee for just cause following progressive discipline. For purposes of illustration but not limitation, such action may be taken for misconduct or failure to perform satisfactorily.
2. The University may discipline without prior notice of intent by oral reprimand, or written warning. ~~or suspension without pay for five (5) working days or less.~~
3. Dismissal or suspension shall be preceded by at least one written warning, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory.
4. A non-probationary career employee who alleges that discipline and/or dismissal is not based on just cause, may appeal such action pursuant to the provision in Article 23 – Grievance Procedure **and Arbitration procedure.**
5. Written Warnings are grievable through step three only.
6. Suspensions of five (5) days or more up to dismissal may be filed at step three (3) of the grievance procedure.

B. Definitions

1. Discipline - Disciplinary action consists of a written warning, a suspension, a demotion, a dismissal, or a final written warning in lieu of suspension and dismissal.
2. Dismissal - A dismissal is the termination of employment of a non-probationary career status employee initiated by the University for just cause.
3. Demotion - A demotion is the assignment of an employee from his or her current position to a position in a class having a lower rate of pay, when such assignment is made for disciplinary reasons.
4. An oral counseling, or written counseling memo is not discipline, and cannot be used in any subsequent disciplinary proceeding.

C. NoticeofIntent

1. The University shall provide written notice, as described in Part C.2 below, of intent to discipline by suspension without pay ~~for more than five (5) working days~~, demotion, or dismissal.

2. IssuanceandContent

a. Issuance - Written Notice of Intent to suspend ~~for more than five (5) working days~~ without pay, demote, or dismiss shall be given to the affected employee, ~~either~~ by both (1) delivery of the Notice to the employee in person, ~~and~~ (2) by placing the Notice in an envelope addressed to the employee at the employee's last known home address. The Notice shall be placed in the United States Mail, or sent by courier service. The Union will be notified concurrently ~~of the intended action, via regular mail and e-mail to the main Union office, and by e-mail to the Chief Union Steward.~~

It shall be the responsibility of the employee to update the University of his/her current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address." ~~Whether~~ The delivery shall be ~~is~~ made in person ~~or~~ and by mail, the Notice of Intent shall contain a "Proof of Service" indicating the date on which the Notice of Intent was personally delivered ~~and~~ ~~or~~ mailed. Such date of delivery and ~~or~~ mailing shall be the "date of issuance" of the Notice of Intent.

b. Contents - The notice shall:

1. Inform the employee of the disciplinary action intended, the reason for the disciplinary action, and the effective date of the action;
2. Include an explanation of the charge(s) including, ~~where appropriate, and all~~ materials relied upon, viewed, or relevant to the ~~on which the~~ charge(s). ~~is~~ ~~are~~ based;

3. Inform the employee of the right to respond, the person to whom any response must be directed, and the fact that such response must be received by said person within ~~ten (10)~~ **fifteen (15)** calendar days of the date of issuance of the notice.
4. Inform the employee of his/her right to representation.

D. Response to Notice

The employee shall be entitled to respond, either orally or in writing, to the Notice of Intent described above. Such response must be received within ~~ten (10)~~ **fifteen (15)** calendar days from the date of issuance of the Notice of Intent. After review of an employee's timely response, if any, the University shall notify the employee of any action to be taken. Such action to be taken may not include discipline more severe than that described in the Notice of Intent; however, the University may reduce such discipline without the issuance of a further Notice of Intent.

E. Investigatory Leave

In order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the employee immediately from all work duties, the University may place an employee on investigatory leave without prior notice. Investigatory leave periods shall be ~~limited to thirty (30) working days, unless the University deems additional time is needed to complete the investigation; however, such extension beyond the thirty (30) working days shall be paid.~~

~~If, upon conclusion of an investigation, neither suspension without pay or discharge is determined by the University to be appropriate, the employee shall be paid for the time on investigatory leave. If a suspension without pay is determined to be the appropriate discipline, a maximum of thirty (30) working days of the investigatory leave period may be applied to such suspension.~~

F. Destruction of Warning Letters

Warning letters will not be used and, upon written request, will be destroyed after eighteen (18) months from the date of the warning letter, provided that during such time there has been no further discipline.

ARTICLE 20 LAYOFF AND REDUCTION IN TIME

This article covers indefinite layoff ~~and reduction in time~~, temporary layoff ~~and reduction in time~~, and involuntary transfer of an employee to a limited position resulting because of the elimination of a career position.

A. Determination

1. The University shall determine when temporary or indefinite layoffs ~~or reductions in time~~ are necessary, due to lack of work or lack of funds.

B. Definitions

1. A layoff is an involuntary separation from employment or an involuntary transfer to a limited position of a career employee. ~~Layoff shall also include involuntary reductions in the number of regularly scheduled hours of work.~~ Layoffs may be temporary or indefinite.
2. A temporary layoff is a layoff in which the University specifies a date for recall to work or return to previous status of not more than four (4) months.
3. An indefinite layoff is a layoff for which no date for recall to work or return to previous status is specified.

C. OrderofLayoff

1. ~~Limited positions are normally the first positions to be reviewed when a decrease in staffing levels is necessary.~~ The University shall attempt to minimize indefinite layoffs from career positions by first ~~reviewing the necessity of laying off~~ limited appointments within the bargaining unit.
2. Indefinite layoff ~~and reduction in time~~ is effected by department and by class (title code), or by craft within a department. For the

purposes of this Article, a craft is defined as employees in the journey level, lead and assistant supervisor positions. The order of indefinite layoff ~~and reduction in time~~ of employees in the same class, or respective craft if applicable, within a department shall be in inverse order of seniority, ~~except that the department head may retain employees irrespective of seniority, who possess skills, knowledge, or abilities which are not possessed by other employees in the same class, or respective craft if applicable. To the extent permitted by law, the University may also consider workforce diversity when making layoff decisions and implementing layoff actions.~~

3. Seniority - For the purposes of this Article, Seniority shall be defined as the most recent date of appointment to a bargaining unit position without a break in service. When employees have the same most recent date of appointment to a bargaining unit position without a break in service, the employees shall be laid off in alphabetical order of their last name. ~~Temporary or Casual Employees will be laid off before Career Employees.~~

D. Notice

1. For a temporary layoff, the University shall give, if feasible, thirty (30) calendar days' notice of the expected beginning and ending dates of the layoff.
2. An employee and the Union will receive at least forty-five (45) calendar days' advance written notice prior to indefinite layoff ~~or reduction in time~~. If less than forty-five (45) calendar days' notice is granted, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given forty-five (45) calendar days' notice.
3. The parties shall meet, upon request of the Union after receiving notice of layoff of bargaining unit employees, to discuss Union recommendations regarding cost savings and other potential alternatives to layoffs. These meetings shall take place within 10 days of the request by the Union, provided that the Union is available to meet within this time period.

E. ReemploymentfromIndefiniteLayoff

1. RighttoRecall - A non-probationary career employee who is indefinitely laid off **or reduced in time** shall be recalled in order of seniority into any active and vacant career position for which the employee is qualified when the position is in the same class and department and at the same or lesser percentage of time as the position held by the employee at the time of layoff. Right to recall is not extended to an employee who has not completed his/her probationary period.

2. PreferenceforReemploymentorTransfer - A non-probationary career employee who is separated **or whose time is reduced** because of indefinite layoff or who has received written notice of indefinite layoff **or reduction in time** within the two (2) calendar months prior to the layoff date shall be granted preference within the UCI Skilled Crafts Unit for reemployment or transfer to any active or vacant career position in the unit for which the employee is qualified when the position is:
 - a. at the same salary level or lower

 - b. at the same or lesser percentage of time as the position held by the employee at the time of layoff.

Preference for reemployment or transfer is not extended to an employee who has not completed his/her probationary period.

3. Department heads may reject an employee on preferential rehire status who is a candidate for a vacant position only if the employee lacks the qualifications required of the position.

4. ContinuationofRighttoRecallandPreferenceforReemployment - A regular status employee with less than five (5) years of seniority shall have right to recall and preference for reemployment for one (1) year from date of layoff.

An employee with at least five (5) but less than ten (10) years of seniority shall have right to recall and preference for reemployment for two (2) years from date of layoff.

An employee with ten (10) years or more of seniority shall have right to recall and preference for reemployment for three (3) years from date of layoff.

Right to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in limited positions.

F. Termination of Right to Recall and Preference - Right to recall and preference for reemployment terminate if an employee:

1. Refuses an offer to return, at the same or greater percentage of time, to the department and class from which laid off; or
2. Accepts a career position at the same or higher salary level and the same or greater percentage of time as the position held by the employee at the time of layoff; or
3. Refuses two (2) offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff.
4. In addition, preference for reemployment terminates if an employee accepts any career position.
5. Right to recall and preference for reemployment are suspended when an employee does not respond to written notice of an employment opportunity. However, upon written request of the employee and approval of the Personnel Manager, both recall and preference may be reinstated.

G. Service Upon Reemployment - Reemployment within the period of right to recall and preference for reemployment or from temporary layoff provides continuity of service. Benefits and seniority accrue only when on pay status.

H. Other Provisions

1. Effect on Benefits - An employee on indefinite or temporary layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the

University's Group Insurance Regulations, subject to the employee's payment of full premiums.

2. The University's contribution to the cost of a University-sponsored health plan will be provided for an employee on temporary layoff ~~or reduction in time~~ for a maximum of three (3) months in a calendar year where the employee's earnings are insufficient to otherwise generate the University's contribution.
3. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff.
4. Severance Pay - Employees who elect severance pay in lieu of preference/recall shall be paid a lump sum amount of two weeks, ~~one week~~ of salary (based on a 40 hour week) for each full year of service from the most recent break in service, up to a maximum of ~~thirty-two sixteen (16)~~ weeks of base pay.

ARTICLE 21 SUBCONTRACTING

- A. University management reserves the right to subcontract unit work. ~~Upon the following conditions:~~ ~~including work which has been subcontracted in the past.~~
- B. ~~Upon request~~ Quarterly, the University shall provide a ~~quarterly~~ summary to the Union ~~of all subcontracted work~~ ~~Brief Form~~ which is funded by the State of California Operations and Maintenance of Plant budget and is less than fifty thousand dollars (\$50,000) in total, or painting work which is less than twenty five thousand dollars (\$25,000) in total. A copy of the list will be ~~posted at the relevant location~~ emailed to chief steward and mailed to SETC headquarters.
- C. The University agrees to notify the Union at least forty five (45) calendar days in advance of its intent to subcontract any unit work. ~~which would result in the layoff of unit employees, and UCI shall meet and confer upon request regarding the subcontracting of such unit work.~~ If agreement is not reached, ~~the University may implement its decision, depending upon the completion of the impasse procedure may be invoked by either the University or SETC-UNITED.~~

D. The University and the Union agree that any concerns the Union may have about subcontracted work as referenced in Section A above may be added to the agenda of the parties' quarterly labor-management meeting pursuant to the provisions of Article 34 of this Agreement.

E. UCI Shall find other jobs for SETC-UNITED workers in the event unit work is contracted out.

F. This Article is subject to the Grievance and Arbitration procedure, Articles 23 & 24.

ARTICLE 22 UNIT WORK

- A. ~~Supervisors and~~ non-unit employees will not ~~normally~~ perform work of unit employees. Supervisors will not work scheduled overtime unless (1) qualified unit members decline the overtime, (2) qualified unit members are otherwise unavailable for the overtime, or (3) unit members are not qualified to do the work. However, management reserves the right to assign supervisors to perform unit work to meet the emergency or operational needs of the University. ~~The University will provide written justification to the Union within 14 days of the assigned work being done by non-unit members, when requested in writing.~~
- ~~B. Non-unit employees may be assigned unit work only to meet the emergency needs of the University.~~

ARTICLE 23 GRIEVANCE PROCEDURE

- A. Definition, Eligibility, Consolidation, and Representation
1. Definition - A grievance is defined as a claim that the University has violated a specific provision of this Agreement, ~~the Personnel Rules, or valid department rules~~ during the term of this Agreement.
 2. Eligibility - A grievance may be brought to the attention of the University through this procedure by an individual employee within the bargaining unit or by the Union. A grievance may not be brought through this procedure by the University.
 3. Consolidation - Grievances brought by or related to two or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may be consolidated for the purposes of this procedure upon mutual agreement of the University and the Union, provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances.

In the event the University and Union do not agree on consolidation, the issue will be submitted to an Arbitrator, selected by the parties to hear the issue, and the Arbitrator will decide if these matter shall be consolidated.

4. Representation - An employee shall have the right to be represented at all steps of the Grievance Procedure by one person of the employee's choice other than a University employee who has been designated by the University as supervisory, managerial or confidential. If the employee chooses to be represented by the Union, the steward and/or the Business Representative shall have the right to be present at all steps of the Grievance Procedure.

B. Procedure

1. InformalReview-Step1 - As soon as practicable, the employee shall discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter before a formal written grievance may be filed. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced by the grievant or the grievant's representative in subsequent steps. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below. Attempts at informal resolution do not extend the time limits for filing a formal grievance at Step 2.
2. DepartmentReview-Step2 - A formal grievance must be filed in writing on a grievance form, **mutually agreed to by the parties. provided by the University.** The form may be amended by mutual agreement of the parties. The designated University official must receive the written grievance within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first. Formal grievances must set forth:

- a. The specific section(s) and provision(s) of the Agreement alleged to have been violated;
- b. The action grieved and how it violated the above-mentioned provision;
- c. The date(s) of the occurrence of the alleged violation(s);
- d. How the grieving employee was adversely affected;
- e. The name of the employee's representative, if any;
- f. The date(s) the employee discussed the alleged violation(s) with his/her supervisor; ~~and~~
- g. The remedy requested

The department head or designee shall review the grievance and meet with the employee and/or his/her representative, to discuss the grievance. Within fifteen (15) calendar days after receipt of the grievance, a written response will be issued to the employee with a copy to his/her representative. If the department's response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 3.

3. CampusReview-Step3 - If the grievance is not resolved at Step 2, the grievance may be appealed in writing by the employee or his/her representative to the designated Labor/Employee Relations official. The written appeal must be received by the designated Labor/Employee Relations official within fifteen (15) calendar days of the date on which the written response to Step 2 was issued or due.
4. Within fifteen (15) calendar days of the receipt of the Step 3 appeal, the designated Labor/Employee Relations official shall schedule a meeting to discuss the grievance. During the meeting, the employee and/or his/her representative shall present all evidence and contentions relevant to the grievance. The Step 3 meeting may be waived by mutual agreement and confirmation in writing by either party.
5. Decision - The University shall render a written decision within fifteen (15) calendar days following the date of completion of the Step 3 meeting or agreement to waive the Step 3 meeting. The decision will be mailed to the employee(s) and his/her representative. A copy of the decision shall be sent by Certified Mail to the Union. Such decision shall not set any precedent. The Union may appeal the grievance to arbitration pursuant to Article 25, Arbitration Procedure, within thirty (30) calendar days of the date on which the decision was received by the Union.

- C. Time Limits - Time limits may be extended by mutual agreement of the parties in writing in advance of expiration of the time limits, except for the Step 2 deadline for filing a formal grievance. Deadlines which fall on a University non-business day will automatically be extended to the next business day. If the grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the University's written response. Failure by the University to reply to the employee's grievance within the time limits specified automatically grants to the union the right to process the grievance to the next step of the grievance procedure.
- D. Pay Status - Whenever the University and the Union convene a meeting to mutually resolve grievances during the scheduled work time of an employee who is a grievant or a representative, reasonable release time shall be granted upon advance request to the employee(s) involved.

Time spent at these meetings shall be considered time worked. ~~When such meetings are convened outside an employee's scheduled work time, no release time shall be granted.~~ University employees called as witnesses at such meetings ~~shall may~~ be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings. Time spent in preparation of a grievance shall ~~not~~ be on pay status. ~~Upon advance request,~~ A reasonable amount of time spent during scheduled work hours in investigation of a grievance prior to formal filing shall be granted on pay status.

- E. Resolution - Informal resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance in this bargaining unit, the Union shall be notified.

ARTICLE 24 ARBITRATION PROCEDURE

- A. Request for Arbitration - A request for arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure. The request for arbitration must be received by the Labor Relations Manager within twenty (20) calendar days of the receipt of the step three grievance decision by the Union from the designated University official. Proof of service must accompany these mailings.

B. Selection of Arbitrators - Within fourteen (14) calendar days of a request for arbitration, the parties shall meet and attempt to mutually agree to the selection of any qualified and available person to serve as an arbitrator. Should the parties fail to select the arbitrator, they shall use the list of arbitrators herein by randomly drawing three names. The first arbitrator's name drawn shall be contacted. If the arbitrator's first available date is more than sixty (60) calendar days from the date of the request for arbitration, the parties may agree to contact the next arbitrator's name drawn. If neither the second nor third arbitrator is available within sixty (60) calendar days, the selection process shall be repeated until an arbitrator is selected.

C. Arbitration Procedure

1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant material and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and material should be identified at least seven (7) calendar days prior to the hearing.
2. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
3. Prior to the arbitration, the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.
4. Settlement proposals may be offered at any stage prior to or during arbitration.
5. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.
6. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission, the position of the parties, the

findings of facts, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy.

The arbitrator shall be limited to interpreting the written provisions of the Agreement regarding the issues submitted and shall have no power to add to, delete from, or otherwise alter the terms of the Agreement. The arbitrator shall have no jurisdiction to decide a grievance which was not received by the University within the time limits set forth in Article 25, Section B. The arbitrator shall have no jurisdiction to decide issues not specifically identified on the initial grievance form filed by the Union, **however the Union may amend a grievance up to seven (7) calendar days prior to the Arbitration.**

7. The arbitrator's fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne by the party requesting such services or facilities, unless the parties agree otherwise in advance.

D. Decision and Remedy

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in Section D.2 below, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and benefits received from any source, including, but not limited to, Worker's Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing, **unless extended by mutual agreement of the parties**, and unless the arbitrator notifies the parties that the time frame cannot be met.
2. The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursement for:
 - a. any period of time during which an extension of time limits has been granted by the University at the request of the Union;

- b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Union; or
- c. any period of time greater than sixty (60) calendar days prior to the date of the Informal Review, Step 1, of the Grievance Procedure.

E. ReleaseTimeandPayStatus - Whenever an arbitration hearing or a meeting convened to resolve the arbitration is scheduled during the regular work time of an employee who is a grievant or a representative, reasonable release time with pay shall be granted to such employee(s) involved so long as a written request for release time is received at least twenty-four (24) hours in advance. Employees so released shall be granted leave with pay. When arbitrations or meetings occur outside an employee's scheduled work time, no employee released time shall be granted. University employees called as witnesses may be released from work for reasonable time spent in meetings convened to resolve the arbitration and for the arbitration hearing. Time spent in investigation and preparation for arbitration shall ~~not~~ be on pay status, up to 30 total hours per month.

F. ListofArbitrators

Douglas Collins
Lou Zigman
Walter Daugherty
Kenneth A. Perea
Mark Burstein
Mike Prihar
Fred Horowitz
Jill Klein
Nikki Tolt
Paul Crost
Michelle Reinglass
Deborah Brodsky
Robert Coviello
James Gray
John Kage
Quentin Kopp
Christine Masters
Enrique Romero

ARTICLE 25 SAFETY

- A. It is the duty of the University to make a reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, to follow the safety regulations and requirements of the University, and to report any unsafe practices or conditions to their immediate supervisors. An employee shall not be required to perform work which he/she reasonably believes is unsafe, until the safety concern of the employee has been reviewed by the designated University safety official. Management shall contact the designated University safety official, and the employee may be reassigned to perform other work. If the work in question is determined to be safe by the designated University safety official, the employee may be ordered to perform the work. If the safety matter is not resolved satisfactorily, the Union may consult with the representative from Environmental Health and Safety, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations.

B. [INSERT APPENDIX D, Side Letter on Safety]

- C. Disputes concerning this Article may only be reviewed through step two of the grievance procedure.

ARTICLE 26 SAFETY COMMITTEE

- A. The University and the Union shall establish joint labor-management safety committees by department for the skilled crafts unit. Said committee will discuss the implementation of safety regulations and safety training and make recommendations to the University regarding such matters and such other issues as the parties shall mutually agree to.
- B. The size of the Committee and the frequency of meetings shall be established by mutual agreement between the University management and the Union. Committee recommendations are advisory to management.
- C. These recommendations and any disputes arising from this article are not subject to the Grievance or Arbitration provisions of this Agreement.

ARTICLE 27 PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

- A. ProtectiveClothing - The University will determine what protective clothing will be provided and will make such clothing available to employees on request.
- B. SafetyEquipment - Safety equipment, when required by the University, shall be used by employees. The University will provide safety equipment it requires.

C. Safety Shoes **The Union and the University will establish a shoe voucher program which will allow for the purchase reimburse**
employees who are required to wear safety shoes one hundred percent
(100%) of the cost of a pair of safety shoes up to a maximum of two
hundred and twenty five dollars (\$225.00). (incorporate from the last
part of Appendix D “Safety Shoes”). *Creation of “Shoe Voucher*
Program”, as discussed in the 1-15-14 Labor Management Committee
meeting.

D. Prescription Glasses An employee required to wear prescription glasses will pay for the medical eye examination. The University will supply one set of safety lenses and frames each year to each employee required to wear prescription glasses within departmental guidelines.

E. **Uniforms** - Uniforms are attire which are required by the University to be worn in the performance of assigned duties. Employees shall wear uniforms as provided by the University and will maintain a professional appearance in public settings.

1. **Uniform Options** - Employee input will be considered when selecting uniform options.

~~D. SAFETY SHOES, (incorporate from the last part of Appendix D- "Safety Shoes"). Creation of "Shoe Voucher Program", as discussed in the 1-15-14 Labor Management Committee meeting.~~

ARTICLE 28 PARKING

- A. The University shall provide parking to the same extent, under the same conditions, and at the same rate(s) as is normally provided for unrepresented University non-management staff employees.
- B. During the life of the agreement, the University shall not raise parking rates by more than ~~\$10.00~~ five dollars \$5.00 per year.
- C. Bargaining unit employees are encouraged to use ~~the~~ alternative forms of transportation offered by the UCI campus as well as public transportation.

ARTICLE 29 MILEAGE REIMBURSEMENT

Whenever an employee is required by the University to use a privately-owned vehicle to conduct University business and submits an appropriate request for reimbursement, the employee shall be reimbursed for mileage at the then current rate for all University employees.

ARTICLE 30
MEDICAL SEPARATION

- A. When a non-probationary career employee is unable to perform essential assigned functions due to a medical condition, documented by the employee's physician and/or a University-appointed physician, the University shall conduct the Interactive Process, per State law, and shall consider all reasonable accommodations, unless the University establishes facts proving Undue Hardship. **For a work related injury**, only after the forgoing process, and determination, [per Article 16] and the adjudication of the worker compensation injury has finalized the worker's comp. claim and a finding that the essential function of the job can no longer be performed by that employee, that employee may then be medically separated, subject to appeal to binding arbitration, per Article 24. **For a non work** related injury: the interactive process and consideration of all reasonable accommodations, still applies, however, upon a finding by the University that an employee can no longer perform the essential functions of the job, the employee may appeal that finding to binding arbitration, per Article 24..
- B. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes.
- C. The University shall pay the costs of any medical examinations requested by the University.
- D. An employee shall not be separated under this Article while he/she is drawing accrued sick leave. However, the employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave and if the employee is afforded all rights provided by the employee's retirement system.
- E. Notice of Intent - Written Notice of Intent to medically separate shall be given to the employee, either by delivery of the Notice to the employee in person, or by placing the Notice *in an envelope* addressed to the employee at the employee's last known home address. The notice shall be placed in the United States mail or sent by courier service. The Union will be notified concurrently of the intended action. It shall be the responsibility of the employee to update the University of any change in such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a "Proof of

Service" indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the "date of issuance" of the Notice of Intent, unless delivered by mail, in which case, the employee will have an additional 5 days to respond, per the civil "mail box" rule..

1. inform the employee of the action intended and the reason for the action;
2. inform the employee of the right to respond and to whom to respond in person or through an agent within ten (10) work days of the date of issuance of the notice either orally or in writing.
3. Shall include as attachments, all written documents of any and all kind considered by the University when issuing the Notice of Intent, or later, determined to be relevant to the Notice of Intent.

F. Notice of Separation - After the employee's response or ten (10) work days from the date of issuance of notice of intent to medically separate, whichever is sooner, the employee shall be notified in writing of the decision. If it has been determined that separation is appropriate, the employee shall be given written notice of medical separation. The notice of separation shall state the employee's right to appeal pursuant to the grievance procedure in Article 23, and the Arbitration procedure in Article 24..

G. Special Reemployment Procedures - For a period of one three year following the date of a medical separation, a former non-probationary career employee may be selected for a position within the unit without the requirement that the position be publicized. However, if the employee is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced. Should the University determine that an employee is no longer able to perform the essential functions of their job, and should that decision be upheld by an Arbitrator, the University shall then apply for a disability retirement, to the University retirement program, on behalf of the employee, per prevailing case law.

H. Service Upon Reemployment - If a non-probationary career employee separated under this Article is reemployed within the unit within the period covered in the preceding paragraph, a break in service does not occur.

ARTICLE 31 REHABILITATION

When appropriate, the University will provide special assistance to non-probationary employees who become handicapped when such handicaps substantially limit their work activities. This assistance shall include a full interactive process, [as referenced in Articles 16, and 30] , information about vocational rehabilitation and may include vocational rehabilitation services, reasonable accommodation, and special selection procedures. After receipt of medical documentation required by the University to assess the nature of the handicap, the University will determine what assistance will be offered to the employee, and shall provide all reasonable accommodations, unless the University can prove undue hardship, and comply with Articles 16, 23, 24, 30, 43 and 48..

ARTICLE 32 DEATH PAYMENTS

Upon the death of an employee who has been on pay status at least fifty (50) percent time at least six (6) continuous months without a break in service prior to death a sum equal to the deceased's regular salary for one month shall be paid to the deceased's spouse, or if there is no spouse, to the deceased's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. For the purpose of the death payment, an eligible dependent(s) is one receiving the majority of support from the deceased employee in accord with Internal Revenue Service standards. Any vacation, salary, overtime, or other payments due and payable to the employee at the time of death shall be paid to the employee's surviving spouse, or eligible dependent(s), or estate. This includes the deceased employee's salary for the day of death, unless the employee was on leave without pay on the day of death.

ARTICLE 33 UNION STEWARDS

- A. The Union shall be entitled to designate employees to act as stewards for the employees covered by this Agreement. The Union shall furnish the designated University official with the names of the employees selected as stewards. An alternate steward may be appointed to function in the absence of the regular steward. Any change in the

appointment of the designated stewards shall be made known by the Union to the Office of the Labor/Employee Relations Manager as soon as possible after the change. There shall be no more than a total of five (5) UCI stewards, provided, however, that there shall be no more than one (1) steward per shop.

- B. Union business activities, other than investigation of grievances prior to formal filing, investigation of employee complaints, and investigation of health and safety matters, shall not be conducted on an employee's scheduled work time, and shall not interfere with University programs and operations.
- C. The University is prohibited from imposing or threatening to impose reprisals, from discrimination or threatening to discriminate against stewards, or otherwise interfering with, restraining, or coercing stewards because of the exercise of any rights given by this Agreement. A representative of SETC-UNITED may complain to the Labor/Employee Relations Manager concerning the alleged steward reprisal. **If the problem is not resolved, it may be the subject of an unfair labor practice charge.** Disputes arising from this Article are ~~not subject also~~ subject to the Grievance and/or Arbitration Procedures of this Agreement.

ARTICLE 34 LABOR-MANAGEMENT RELATIONS

- A. Meetings may be scheduled quarterly, unless the parties otherwise agree, at the request of a Union Consultant or SETCU Officer or the designated University official for the purpose of informally discussing actual or potential employer employee relations problems. Items to be included on the agenda for the aforementioned labor-management meetings are to be submitted at least seven calendar days prior to the scheduled date of the meeting if at all possible.
- B. Such meetings are not considered to be meet and confer sessions and are not intended to add to, delete from, or otherwise modify the Agreement during its term, except that addendums to the Agreement are permitted by mutual agreement of the parties.
- C. Unless otherwise agreed by the parties, the University will provide release time for a maximum of ~~two (2)~~ **three (3)** bargaining unit employees, not from the same trade, to attend such meetings when

they occur during the employee's shift.

ARTICLE 35 UNION ACCESS

- A. Duly authorized Business Representatives of the Union shall be permitted access to work locations in which employees covered by this Agreement are employed. Such access shall not **unreasonably** interfere with the work of the employees.
- B. Management may require prior approval for such access. Access to employees shall not be arbitrarily denied.

ARTICLE 36 USE OF UNIVERSITY FACILITIES

- A. University facilities may be used by the Union with prior approval of the University management for the purpose of holding meetings, to the extent that such facilities can be made available without interfering with normal University operations and subject to reasonable regulations.
- B. When required by the University, the Union shall reimburse the University for use fees or expenses, such as security, maintenance, and clean-up costs, incurred as a result of the Union's use of such facilities.

ARTICLE 37 BULLETIN BOARDS

The University will furnish Union bulletin board space at locations agreeable to the parties, where employees covered by this agreement are employed. The board space shall be used only for the following subjects:

- 1. Union recreational, social, and related news bulletins;
- 2. Scheduled Union meetings;
- 3. Information concerning Union elections or the results thereof;
- 4. Reports of official business of the Union, including reports of committees, the **stewards group, or the Statewide Executive**

5. Any other written material which first has been approved by the Union, and signed by an authorized business representative or steward.

ARTICLE 38 RELEASED TIME FOR MEET AND CONFER

- A. Employees appointed by the Union shall be granted a reasonable amount of released time for the purpose of meeting and conferring at the bargaining table, and up to 2 hours paid release time prior to each bargaining session, and on days when no bargaining is scheduled up to a total of four hours of caucus time, for the entire bargaining team, between each bargaining session.. Not more than five (5) UCI employees shall be provided released time unless the parties mutually agree otherwise. Released time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work.
- B. The Union shall provide the designated University official with the names of employees requiring such release time at least twenty-four (24) hours in advance of the meet and confer session. The University shall not arbitrarily deny a particular request for released time.

ARTICLE 39 LEAVES OF ABSENCE FOR UNION FUNCTIONS REIMBURSABLE UNION LEAVE

- A. Any employee(s) covered by this Agreement who has been officially appointed by the Union as an officer or delegate shall ~~may~~ be granted reimbursable Union leave ~~leave(s) of absence without pay~~ for attendance at a Union function (i.e., Executive Board meetings, conferences, safety seminar, or other official union business). ~~Any employee elected by the Union as a delegate shall be granted a leave of absence without pay~~ reimbursable union leave for attendance at the ~~Statewide Executive Board meetings, International Convention.~~ The aggregate of all such leave(s) shall not exceed a total of ~~ten (10)~~ thirty (30) working days per calendar year.
- B. A written request for such reimbursable union leave ~~leave(s) of absence~~ must be submitted to the University official or designee at least ten (10) working days prior to the effective date of the leave. A request for such leave(s) of absence shall not be arbitrarily denied.

reference

C. Reimbursement

UCI shall be reimbursed by the Union for all compensation (including benefits) paid the employee on account of such leave, and for any incidental costs. The referenced benefits currently include the employers contributions to health, dental, and vision insurance. UCRP, Social Security, and Medicare. The benefits included may change during the term of the agreement should the employer make contributions to additional or fewer benefit programs on behalf of the employee. The Union shall reimburse the University for the employee's compensation plus thirty (30%) for incidental costs. To facilitate payment, the campus accounting office will provide the Union with an itemized billing that includes the following:

1. A breakdown of what costs being billed.

2. An assigned invoice number and billing date.

If the cost of the University's contribution for retirement and for health and dental care coverage increase by more than four percent (4%), the thirty percent (30%) cost of incidental costs will be increased by the percentage increase in cost of retirement and health and dental care.

UCI shall bill the Union for reimbursable release time at least on a quarterly basis. Reimbursement by the Union shall be made no later than sixty (60) days after receipt by the Union of an itemized for reimbursable release time for authorized employees at the affected campus.

The Union will contact UCI in the event that it disputes any portion of a UCI claim for reimbursement and will nonetheless reimburse the UCI for all non-disputed portions of any billing pursuant to the requirements of this provision.

ARTICLE 40 DUES DEDUCTIONS

A. DuesDeductionandAgencyShopFee

1. DuesDeduction

Upon request of an employee in the Irvine Skilled Crafts bargaining unit, the University agrees to deduct Union dues from the employee's pay. Authorizations for Union dues deductions shall be made on a form agreed upon by the parties.

2. AgencyShopFee

Upon notification to the University by the State Employees Trades Council-United (SETCU), University employees in the bargaining unit who choose not to become members of the unit in accordance with paragraph A.1. above, as a continued condition of employment, shall be required to pay an agency shop fee. The amount of the fee shall be determined by SETCU and shall not exceed the monthly dues that are payable by members of SETCU. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to SETCU.

3. ExemptionfromtheAgencyShopFee

Any employee in this unit who is a member of a bonafide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the SETCU as a condition of employment. An employee to which this provision is applicable shall be required to pay sums equal to the amount of the service fee to a n on-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Service code, chosen by the employee from the following list of funds chosen by the University and SETCU:

- Patient Care Program UCIMC
- UCI Foundation
- California Special Olympics

4. CheckProcessing

The University further agrees to send a check to the Union for all union dues and/or agency shop fee deductions which have been requested by employees or is required for employees covered by this Agreement. The cost of processing the check shall be ten dollars (\$10.00). In addition, the University will charge the Union seven cents (\$.07) for each dues deduction made from a paycheck.

5. Indemnification

The amount of dues or agency shop fee deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure and the agency shop fee. The Union agrees to reimburse the University of all costs actually incurred by the University as a result of changes made by the union in the structure or method of calculation of the Union's dues or agency shop fees during the terms of this Agreement. The Union agrees to save the University harmless from liability for any errors in withholding or transmitting dues or agency shop fees except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.

B. UnionSecurity

The authorization for dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from the Union by delivering a signed withdrawal letter to the University and mailing a certified copy to the Union thirty (30) calendar days prior to the expiration of this Agreement.

C. FinancialReport

SETCU shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the employees who are members of SETCU, within 60 days after the end of its fiscal year, a detailed written financial report of the fiscal year in the form of a balance sheet and operating statement, certified as to accuracy by the

president and treasurer or comparable officers. SETCU shall provide a copy of said report to the UCI Manager of Labor Relations within 60 days after the end of SETCU's fiscal year.

D. Severability

In the event the fair share provisions of Higher Education Employer-Employee Relations Act (HEERA) (Amendments to HEERA by SB645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that all matters in the Agreement concerning fair share fees shall be of no force or effect.

**ARTICLE 41
SEVERABILITY**

In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of either party in an attempt to reach an agreement on a substitute provision.

**ARTICLE 42
NO STRIKE**

- A. During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University.
- B. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit members, agrees that there shall be no strikes or other concerted activities which would interfere with the operations of the University.
- C. During the term of this Agreement or any extension thereof, the Union, its officers, agents, and unit members agree that they shall not in any way participate in or lend support to any strikes, including sympathy strikes, or other concerted activities which would interfere with the operations of the University.
- D. In addition, the Union agrees that unit members will maintain critical services in the event of any activity by any individual(s) or labor organizations(s) which interfere with the operations of the University.

Such critical services include, but are not limited to, maintenance and operation of: (1) patient care facilities, (2) research facilities, (3) computer operations where they exist, and (4) facilities in which valuable collections are maintained.

- E. Any employee who violates this Article may be subject to disciplinary action up to and including termination of employment.
- F. The Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of any strike action or other concerted activities. Such affirmative action shall include the immediate written notice to all employees in the unit, at their home addresses stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including discharge.
- G. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 43 WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity. The University and the Union, for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement except for any new University policies or procedures created during the term of this Agreement that pertain to the terms and conditions of employment for bargaining unit employees. Notices of proposed changes in University policies and/or procedures shall be directed to ~~Linda Chang, SETC Chief Financial Officer~~ SETC Headquarters via US Mail, unless otherwise notified by SETC and, upon written request, the University will meet and confer with the SETC Consultant, ~~and~~/or Attorney regarding proposed changes to University policies and procedures affecting bargaining unit employees' terms and conditions of employment. The University and the Union agree that this Agreement supersedes and replaces all prior Agreements, Understandings and policies, and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit, ~~with the exception of those University policies that are specifically referenced in Appendix~~ hereto.

ARTICLE 44
UNIVERSITY BENEFITS

A. GeneralConditions

1. Eligible employees may participate in a number of benefit programs generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University. The University health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to choose amongst plans due to circumstantial life change of the employees, changes in the coverage and costs of each plan, and changes in plan availability which may change from year to year. The University may, at its option alter its health and welfare programs and/or retirement system plans (UCRS). Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established plans or programs. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus/laboratory.

2. The sole exceptions to the above shall be any alterations proposed by the University which affect only bargaining unit employees, and any increase to the monthly employee contribution rates in the Health Net Blue and Gold Plan and the Kaiser Plan, greater than the amounts indicated in paragraphs C and D below. With regard to such changes, the University agrees to meet and confer with respect to the proposed changes in accordance with the provisions of HEERA.

3. The University's maximum monthly rates of contribution for bargaining unit employees who are eligible for and elect to enroll in a health plan shall be the same as the contribution rates for such plans for other staff employees.

B. Calendar Years ~~2014~~ 2015-17 Increases

1. In calendar years ~~2014~~ 2015 through 2017, when gross rates increase, the University may increase the monthly employee contributions in the Health Net Blue & Gold Plan and in the Kaiser plan by ~~twenty percent (20~~ 15%) over the dollar amounts established by the University for the preceding year without meeting an conferring. In the event the University establishes employee contribution rates for either of these two plans that exceed this ~~twenty percent (20~~ 15%) threshold, the University will contribute the amount of the increase that exceeds (~~20% 15%~~). The ~~subsequent~~ year's 2018 cap will be determined using the full amount of the prior ~~three~~ year's employee contributions, i.e., the combination of the actual employee contribution plus the UC subsidy.
2. Employee costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by employees, normally through payroll deduction.

C. In the event the current Memorandum of Understanding (MOU) expires, the parties agree that the terms of this Article, University Benefits, preserves the status quo and will continue in full force and effect unless otherwise expressly modified by mutually agreement of both parties.

D. EffectOfAbsencesFromWorkOnBenefits

1. TemporaryLayoff/TemporaryReductionInTime/Furlough - Health plan contributions by the University will be provided for unit employees, in accordance with Section C, below, when the employee is affected by the following conditions lasting up to 4 months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health plans to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable plan documents, rules and/or regulations.

2. MilitaryLeave

An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents.

3. LeavesOfAbsenceWithoutPay

- a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 3.c., below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.
- b. Except as provided in Section 3.c., below, an eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the plan documents, rules and regulations.
- c. An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and vision) as if on pay status for a period of up to twelve (12) workweeks in any 12-month period. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health plan coverage under the State Family Care and Medical Leave Act. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

G. EnumerationOfUniversityBenefits

1. For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix C. SETCU understands and agrees that the descriptions contained in Appendix C do not completely describe the coverage or eligibility requirements for each plan, the details of which have

been independently communicated to SETCU.

2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

H. University of California Retirement Plan (UCRP)

1. Effective July 1, 2011, bargaining unit employees shall contribute an additional one and one-half percent (1.5%) for a total of three and one-half percent (3.5%) to the University of California Retirement Plan (UCRP). The total three and one-half percent (3.5%) payroll contribution shall become effective with the first pay period following ratification of this Agreement. The retroactive increased contributions effective on July 1, 2011, and continuing until the first pay period following ratification of this Agreement, shall be collected from employees via payroll deductions pursuant to the schedule/formula provided in Appendix G. These payments shall begin no sooner than July 1, 2013 and end no later than June 30, 2014.
2. Effective July 1, 2012, bargaining unit employees shall contribute an additional one and one-half percent (1.5%) for a total of five percent (5%) to the University of California Retirement Plan (UCRP).
3. Effective July 1, 2013, bargaining unit employees hired prior to July 1, 2013 shall contribute an additional one and one-half percent (1.5%) for a total of six and one-half percent (6.5%) to the University of California Retirement Plan (UCRP). The contribution rates for employees covered by the Tier 2 UCRP shall be determined in accordance with paragraph I.2 below.

I. NewUCRPTier

1. The pension benefits of employees hired prior to July 1, 2013 shall continue to be determined by the terms of the current UCRP (not new Tier). The retiree health benefits of employees hired prior to

July 1, 2013 shall be subject to the requirements of the following paragraph.

2. Effective upon the ratification of this Agreement, the parties agree to meet and discuss alternatives to the new UCRP Tier proposed by the Regents. The Union's proposed alternatives to the UCRP New Tier may include a grandfather clause for employees hired prior to July 1, 2013, cost saving alternatives, and SETCU input into future proposed changes to the program. In the event that the parties fail to reach agreement by January 1, 2013 on an alternative to the new Tier proposed by the UC, retiree health eligibility, and employee UCRP contribution amounts approved by the Regents and as applied to non-represented staff employees shall apply to all SETCU bargaining unit employees for the duration of this Agreement.

ARTICLE 45 SHIFT DIFFERENTIAL

- A. An employee who actually works an evening or night shift, in accordance with Article 7.F. Shifts, shall receive a ~~\$1.50~~ 2.50 per hour shift differential pay in addition to his/her regular hourly rate of pay.
- B. Work that is scheduled during the evening or night hours on the basis of convenience to the employee shall not be considered an assigned evening or night shift for the purpose of this provision.
- C. A shift differential shall be paid when four (4) or more hours are worked outside of the regularly scheduled shift. The shift differential shall only apply to the hours worked outside of the regularly scheduled shift.
- D. When an employee who usually works on an evening or night shift is temporarily assigned to a day shift for a period of four working days or less, the employee shall continue to receive any shift differential. A temporary change of four working days or less in shift assignment initiated by the employee is not covered by this provision.
- E. The shift differential shall be included in payments for all types of paid leave, provided that the employee would have been expected to work that shift or shifts if the employee were not on paid leave.

**ARTICLE 46 WAGES-
EQUITY
ADJUSTMENTS**

A. General Salary Increases – Four Year Contract:

1. 2014

- a. **July 1, 2014 - 5% General Salary Increase – Unit wide**
- b. **Jan. 1, 2015 – 2% Salary Step Increase – (Elim. Step 1)**
- c. **Jan. 1, 2015 - 2% UC Equity Min, 1 step increase, or additional steps based upon results of 2014 UC Equity Study
***For those at top step-a lump sum \$2000 non base bldg.**

2. 2015

- a. **July 1, 2015 - 5% General Salary Increase – Unit wide**
- b. **Jan. 1, 2016 – 2% Salary Step Increase – (Elim. Step 2)**
- c. **Jan. 1, 2016 - 2% UC Equity Min, 1 step increase, or additional steps based upon results of 2015 UC Equity Study
***For those at top step-a lump sum \$2000 non base bldg.**

3. 2016

- a. **July 1, 2016 - 5% General Salary Increase – Unit wide**
- b. **Jan. 1, 2017 – 2% Salary Step Increase – (Elim. Step 3)**
- c. **Jan. 1, 2017 - 2% UC Equity Min, 1 step increase, or additional steps based upon results of 2016 UC Equity Study**

4. 2017

- a. **July 1, 2017 - 5% General Salary Increase – Unit wide**
- b. **Jan. 1, 2018 – 2% Salary Step Increase – (Elim. Step 4)**
- c. **Jan. 1, 2018 - 2% UC Equity Min, 1 step increase, or additional steps based upon results of 2017 UC Equity Study**

End contract, June 30, 2018

~~1. Effective July 1, 2014 for monthly paid employees (and the closest bi weekly pay period following July 1, 2014), the steps for all~~

classifications will be increased by 6% resulting in a 6% across the board, within range increase. Eligible employees must be in the bargaining unit in active status or on paid leave on the date of payout.

2. This increase to an employee's base monthly salary rate shall become effective with the first pay period following ratification of this Agreement. The retroactive payment of this salary adjustment shall be in the form of a lump sum payment for the period beginning on October 1, 2011 and continuing until the first pay period following ratification of this Agreement. The lump sum payment is subject to tax withholding. This base rate calculation shall not include any salary additives such as shift differential, overtime, etc. Eligible employees must be in the bargaining unit in active status or on paid leave for the period of October 1, 2011 to the date of payout.

3. Effective July 1, 2015 for monthly paid employees (and the closest bi-weekly pay period following July 1, 2015), the steps for all classifications will be increased by 6% resulting in a 6% across the board, within range increase. Eligible employees must be in the bargaining unit in active status or on paid leave on the date of payout.

4. Effective July 1, 2016 for monthly paid employees (and the closest bi-weekly pay period following July 1, 2016), the steps for all classifications will be increased by 6% resulting in a 6% across the board, within range increase. Eligible employees must be in the bargaining unit in active status or on paid leave on the date of payout.

5. Effective July 1, 2017 for monthly paid employees (and the closest bi-weekly pay period following July 1, 2017), the steps for all classifications will be increased by 6% resulting in a 6% across the board, within range increase. Eligible employees must be in the bargaining unit in active status or on paid leave on the date of payout.

B. Salary Step Increases

1. Effective July 1, 2014, monthly paid employees (and the closest bi-weekly pay period following July 1, 2014) who are not at the

top step of the salary schedule (Step 6) shall receive one salary step salary increase. All employees will advance one step per year, until they reach the top of their range, step 6. At the end of this contract, June 30, 2018, steps 1 and 2 will be eliminated, and only 4 steps will remain in all ranges.

2. Employees who are at or above the maximum of the range will have their base pay increased to the maximum of the range and will then receive a one time, annualized, non-base building, prorated by appointment percentage, retirement eligible, lump-sum on the 2% of base salary, which can then be repeated in two more years.. This base rate calculation shall not include any salary additives such as shift differential, overtime, etc. Eligible employees must be in the bargaining unit in active status or on paid leave on the date of payout.

C. July 2013 Lump Sum Payment

1. During the calendar month of July 2013, employees shall receive a non-base building, lump-sum payment calculated in the following manner:
2. The employee's base monthly salary rate in effect on July 1, 2011 shall be multiplied by 3.75%, and then multiplied again by a factor of 3. This shall provide a one-time payment in an amount equal to a 3.75% base salary increase for the period of July 1, 2011 to September 30, 2011. The lump sum payment is subject to tax

withholding. This base rate calculation shall not include any salary additives such as shift differential, overtime, etc. Eligible employees must be in the bargaining unit for the period of July 1, 2011 to July 31, 2013, and also must be in the bargaining unit in active status or on paid leave on the date of payout.

D. Probationary employees shall receive their first step increase, and a prorated share of the across the board general salary increase at the conclusion of probation.

E. The award program, if any, will include bargaining unit members at the campus and medical center in accordance with local guidelines. The union will receive notice of these guidelines and will be given the opportunity to meet and discuss the guidelines at least thirty (30) days prior to distribution of the awards.

F. Certification Differential

The certification differential will no longer be offered. In lieu of certification differential, employees currently receiving certification differential will receive a one step increase effective on the first pay period following the ratification date. Affected employees currently on step 6 will receive a 2% salary increase, the equivalent to a step. Such employees are eligible to receive future salary increases according to bargaining agreement and will be above step until the pay range exceeds their present rate. Any certification required as basis for employment will be compensated by a yearly non base building lump sum of \$250 paid out on anniversary of hire date within bargaining unit to cover associated costs of maintaining certification.

G. Employee Promotions

Upon promotion **within the bargaining unit**, an employee shall be granted a salary increase to the minimum of the salary range or 5%, whichever is greater, provided that the new rate does not exceed the maximum of the new class.

For example, the calculation of the July 2013 payment for an employee with a monthly base salary of \$5000 would be: $\$5000 \times 3.75\% = \$187.50 \times 3 = \$562.50$.

H. Order of Salary Increases

If more than one salary adjustment takes place on the same date, actions occur in the following order:

- a. Salary range adjustments
- b. General salary increase
- c. Step increase
- d. Merit increase, if any
- e. Equity adjustments
- f. Salary action resulting from promotion, reclassification, transfer or demotion.

In the event an individual's salary remains below the new range minimum after the implementation of all base building increases, his or her salary will be increased to the new range minimum.

I. Pay Equity

1. When the University hires new employees at least 2% above current career employees in the same classification and hiring unit who are assigned the same duties, the University shall have an obligation to review the following criteria to determine if reasonable pay equities for current career employees exist. For purposes of this section, a hiring unit is equivalent to a layoff unit. Reasonable pay equities shall be based on the following criteria:
 - a. Years of experience performing the duties related to the job;
 - b. Years of experience in the same or equivalent classification;
 - c. Appointment Type;
 - d. Overall skills, knowledge and ability that can be related to the job;
 - e. Actual duties assigned.

2. The University shall use the criteria above to determine claims of pay equity within a classification. All criteria must be met in order to invoke a 2% increase for career employee(s) when a new hire is paid a salary in accordance with G.1.

3. Notwithstanding the provisions in G.1 and G.2, the University shall have the sole authority to increase salary rates for an individual or a group of individuals within a classification within a hiring unit.

4 EQUITY INCREASES

The Union will submit a 6 UC Campus 2014 [UCLA, UCSD, UCR, UCD, UC BERKELEY, UCSB] survey and all ranges below the average of comparative jurisdictions will be adjusted upward, by 2% increments, to meet, or slightly exceed Equity, and SETC will revise the Equity Study for 2015, 2016, 2017, with Equity Adjustments based upon additional 2% increments, which may exceed top steps, if necessary to achieve equity. RE-OPENERS [Equity only]: In order to advance to Equity SETCU and UCI agree to the following re-openers in order to meet and confer about additional Equity adjustments for those classifications under Equity, per the revised Equity Study 2015, 2016 and 2017. The re-openers will be for Equity only, and will begin no later than 60 days prior to July 1, 2015, and 60 days prior to July 1, 2016, and 60 days prior to July 1, 2017.

J. Labor Management Committee

The parties shall establish a Labor Management Committee to review information and data regarding both (a) wages for benchmark classifications at comparable institutions, and (b) the recruitment and retention of bargaining unit employees. The Committee shall consist of 3 representatives appointed by each party, and it shall begin meeting during the month of September 2013. The Committee may issue a report to the bargaining teams of both parties containing recommendations regarding negotiations for a successor contract by no later than March 1, 2014.

ARTICLE 47 PERSONNEL FILES

A. General Provisions

1. Personnel files may be located in an employee's employing department, however there will be only one official Personnel file for each employee, and employees will be informed where their official Personnel files are located, and will be notified thirty [30] days in advance, if UCI intends to relocate the employees Personnel file.
2. Information in the Files -An employee's personnel file shall contain information pertaining, but not limited to such items as employment applications, tests, references, job specifications; honors and awards; performance evaluations, discipline, attendance, letters of recommendation and other relevant and necessary information specified by the University.
3. Grievance files shall not be considered part of an employee's personnel file and shall be kept in a separate file. The location of an employee's grievance files shall be disclosed to each employee, and employees will be notified at least thirty [30] days in advance if UCI intends to move their grievance files to a new location.

B. Review of Personnel and Grievance Files

1. An employee shall upon written request to the University, have the opportunity to review his/her personnel file and/or grievance file within a reasonable time, but, in no event, no later than 10 days after their request, in the presence of a representative of the University. When granting the requests, the supervisor shall take into account frequency and operational requirements, of UCI.

2. A union representative or an individual of the employee's choice may accompany the employee when reviewing the file[s].
3. An employee may designate a union representative to review the file without the employee present, upon written authorization by the employee.
4. An employee shall be entitled to a full and complete copy of their Personnel file, and/or, their Grievance file, no later than 10 days after a written request submitted to UCI, by the employee, a Union steward, consultant, or attorney, authorized in writing by the employee to acquire a copy of their Personnel, or Grievance file.

C. Protected Information

Records protected by recognized legal privilege or exempted from legal disclosure by law may be withheld from the employee and/or the employee's representative, however, when UCI withholds any record, UCI must identify the record[s] withheld, and cite the law documenting the legal privilege or exemption providing authority for UCI to withhold said record.

D. Duplication Costs

Employees shall receive a first copy of documents without charge; however, fees may be charged for making additional copies of personnel file, or grievance file information or extracts thereof, pursuant to University procedures.

ARTICLE 48
REASONABLE ACCOMMODATION

- A. The University will provide reasonable accommodation to qualified employees with disabilities, subject to defenses available under applicable law, when such disabilities limit their ability to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be designed specific to the functional abilities of the employee in coordination with the requirements of the job.

- B. As part of the interactive process, the University shall analyze the affected employee's position. Such analysis shall identify essential functions (critical and important tasks) and conditions of the work environment to aid in determining if reasonable accommodations can be made for the employee's disability without undue hardship. When appropriate, a similar accommodation analysis shall be conducted of other open, **equivalent** positions for which the employee may apply and is otherwise qualified.
- C. The employee is responsible for providing the medical documentation necessary to assist in understanding the nature of any required accommodation to a disability. Such documentation shall relate specifically to the job analysis information provided by the University and shall , at the University's option, be subject to confirmation by a University-appointed physician, and, **at the employee's election, a third party medical examiner, a QME [Qualified Medical Examier].** The University shall pay the cost of a University-appointed physician, **or QME.**
- D. When recommended by a vocational rehabilitation counselor and approved by the appropriate University official, a qualified former non-probationary career disabled employee may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one year, shall be determined by the counselor in consultation with the employing Department/Division Head. Positions used for trial employment shall not be designated as career, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.

ARTICLE 49
RESIGNATION & JOB ABANDONMENT

A. Resignation

Employees who voluntarily separate from employment are, by definition, considered to have resigned their employment with the University. An employee who retires or otherwise voluntarily separates from a position with the University shall be required to submit a letter of resignation as notice of termination at least 15 calendar days prior to the effective date of such resignation/termination, **when possible**.

1. The final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee (in the form of a check) at the employee's work location on the day of separation when:
 - a. an employee is discharged;
 - b. an employee has a predetermined ending date; or
 - c. an employee has given at least 72 hours notice of intention to quit

2. When an employee does not give 72 hour notice of intention to quit, the University shall make the final paycheck available w/in 72 hours. Upon the employee's request, the final paycheck may be mailed to an address designated by the employee. If the date of pay falls on a Saturday, Sunday, or weekday holiday, actual payment may be made on the next business day. Monday through Friday will be considered business days (including Medical Centers and other 24/7 operations).
3. Failure to report to work without having submitted a written notice of resignation/termination shall, **after 20 working days**, be treated as an abandonment by the employee of his/her position with the University.

B. JobAbandonment

The University may treat unexcused failure to report to work for **twenty [20]**, ~~five (5)~~ consecutive scheduled work days as an employee's abandonment of, and resignation from, her/his University position.

1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address.
2. At the option of the employee, her/his response may be written or may be a meeting with a designated University official who has the authority to effectively recommend reinstatement of the employee.
3. Following the employee's timely response, or if no response was provided within the fourteen (14) calendar days, the designated University official shall issue a final decision.

4. The University's final decision, following completion of the requirements in B.1-3 above, is ~~not~~ subject to the grievance and/or arbitration provisions of this Agreement.

C. The University shall notify the employee in writing at the employee's last known mailing address of all actions taken under the provisions of this Article.

THE APPENDIX[S] OF THIS MOU WILL BE REVISED, AND AMENDED AT THE CONCLUSION OF NEGOTIATIONS, AND ALL OF THEM WILL BE AT ISSUE AT THE BARGAINING TABLE

Note: Appendix A-H will be corrected to reflect changes made

Appendix A

Execution of Agreement

The foregoing Agreement between the State Employees Trades Council-United (SETC) and the Regents of University of California (UC), having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA THE STATE EMPLOYEES TRADES COUNCIL-UNITED

Human Resources & Benefits
4/26/12

Herb Dickerson
Business Manager

[Signature]

By: *[Signature]*
Tom Troien
Chief Negotiator

4/13/12
[Signature]

Sam Strafac
Chief Negotiator

4/18/12

Date: 4/18/12

APPENDIX B - MEMORANDUM OF THE NEGOTIATORS

The negotiators of the proposed agreement affix their signatures to this Tentative Agreement to indicate that they have concluded negotiations by the development of the proposed agreement (see attached). The negotiators also agree that they will recommend ratification approval of the Tentative Agreement to the applicable decision making body. The Union Bargaining Team will recommend ratification by the union membership. The University will recommend approval by the Office of the President.

The parties agree that, when the approval process has been completed, the Memorandum of Understanding will become operative when the document has been signed by the authorized representatives for both parties. Upon signature by the University representatives, the effective date of the Agreement will be added to the Duration and Recognition Articles by the University.

FOR THE UNIVERSITY

FOR THE UNION

Sam Strafaci
Chief Negotiator

Tom Trooien
Chief Negotiator/Chief Consultant

Nadine Baron Fishel
Chief Negotiator

Herb Dickerson
Business Manager

Joseph Fleming
Senior Superintendent

Dave J. Anderson
Chief Steward, UCI Medical Center

Margie Ikerd Gyorgy
Assistant Director, Facilities

Neal Edwards
Chief Steward, UCI Campus

Jerry Nearhoof
Assistant Director, Central Plant

Brian Kelly
Negotiations Team Member

Michelle Quint
Human Resources Director
School of Medicine

Patrick McEvilly
Negotiations Team Member

DATE: _____

APPENDIX C ENUMERATION OF UNIVERSITY BENEFITS

A. Health Benefits

1. **Medical Program** – A variety of Health Maintenance Organizations (HMOs) and fee-for-service plans are available to cover eligible employees and their eligible family members. Choice of plans may vary from location to location. Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time may be covered by the CORE major medical plan. The plan is available to the employee and eligible family members.
2. **Dental Program** – Dental plans are available to eligible employees. Employees may cover themselves and their family members.
3. **Vision Program** – A vision plan is available to eligible employees. Employees may cover themselves and their eligible family members.

B. UniversityOfCaliforniaRetirementSystem

1. **University of California Retirement Plan** - Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRP). The level of required contributions to UCRP is determined annually by the Plan actuary and the Regents.
2. **UC Retirement Savings Program**
 - a. **Tax-Deferred 403(b) Plan** – Voluntary participation in the UCRS Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.
 - b. **Defined Contribution Plan (DC Plan)**

1. Pre-Tax Account -All current member contributions to the University of California Retirement Plan (UCRP) are redirected to the Pretax Account. Although payroll reductions default to the Savings Fund, participants are offered a mix of internally and externally managed investment options. Redirection is subject to annual Regental review.
2. Pre-Tax/SafeHarborAccount -Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants are offered a mix of internally and externally managed investment options.
3. After Tax Account – Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. Payroll deductions may be invested in a mix of internally and externally managed investment options.
4. 457(b) Deferred Compensation Plan – Voluntary participation in the UCRS 457(b) Plan is available, effective October 1, 2004, to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.

C. LifeInsurance

1. University-Paid – Two University-Paid life insurance plans - Basic Life and Core Life - provide basic life insurance coverage. The amount varies, depending on your appointment rate and average regular paid time. Eligible employees are automatically covered by the plan for which they qualify.
2. Supplemental -Optional life insurance and dependent life insurance is available and may be purchased by eligible employees.

D. OtherInsurance

1. AccidentalDeath&DismembermentInsurance – Eligible employees may purchase Optional AD&D insurance. A variety of coverage and amounts are available to cover employees and their eligible family members.
2. BusinessTravelAccidentInsurance -Employees who are traveling on official University business are covered by \$100,000 of accidental death and a scheduled dismemberment insurance.
3. DisabilityInsurance
 - a. Short-Term Disability Insurance – Short-Term disability insurance is available to eligible employees. Eligible employees are automatically covered by the plan paid for by UC.
 - b. Supplemental Disability Insurance -Optional supplemental disability insurance may be purchased by eligible employees. This optional coverage augments the Short-Term Disability Insurance referenced above, and provides Long Term Disability Income.
 - c. LegalExpenseInsurancePlan – A legal expense insurance plan may be purchased by eligible employees. The plan is employee-paid through payroll deductions.
 - d. Auto/HomeownerInsurance – Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.

E. OtherBenefits

1. TaxEffectiveSalaryReductionPrograms
 - a. Retirement Tax Savings Plan – Required monthly participant contributions to the DC Plan Pretax Account are automatically deducted from gross pay before federal, state, and FICA taxes are calculated.

- b. *Tax Savings on Insurance Premiums (TIP)* – Employees eligible for certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, is applied, if any, the net insurance premiums are deducted from gross pay before federal and state taxes.

2. DependentCareAssistanceProgram(DepCare) – DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pretax, salary reduction basis.

3. Health Care Reimbursement Account (HCRA) – The Health Care Reimbursement Account is available to eligible employees and allows them to pay for eligible health care expenses not covered by the employee’s medical, dental, or vision plans on a pretax salary reduction basis.

4. U.S.SavingsBonds - Through payroll deductions, investments can be made in United States Series EE Savings Bonds.

5. DeathPayments – Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).

6. Alternate Retirement Plans – Employees covered by alternate retirement plans are subject to that plans rules and regulations, and not subject to UCRP coverage.

APPENDIXD
SIDE LETTER ON SAFETY

The University and the Union agree that safety is a shared responsibility and that employees and supervisors should openly discuss in a civilized manner all safety-related issues and to make all necessary changes to procedures or operations before a problem occurs. As such, employees should feel empowered to stop work processes that are unsafe, and immediately bring safety problems to a supervisor's attention. In this environment, it is expected that all personnel understand the need for safety equipment and protective clothing, the necessity of training before doing hazardous procedures, and the importance of discussing workplace hazards before the fact and planning to mitigate them.

In particular, it is agreed that bargaining unit members will:

- Receive all relevant hazardous materials training.
- Follow the Facilities Department guidelines on Safety Shoes (attached).
- Attend quarterly safety meetings (Campus Central Plant personnel only) where safety matters and concerns are discussed openly so that all Central Plant personnel can benefit. In these meetings, employees will be encouraged to participate in safety discussions to request needed training, to use safe practices and protective gear in the course of their work, and to bring safety concerns to their supervisors' attention.

FOR THE UNIVERSITY:

FOR THE UNION:

Ltf_ **ZO**

adine Fishel

Tom Trooien

(APPENDIX D – ATTACHMENT)
SAFETY SHOES

SCOPE

This procedure applies to all fulltime Facilities personnel who, in the course of their job duties, are required to or elect to wear safety footwear. Also, refer to the Facilities Management Policies and Procedures Manual for guidelines on Uniform dress code.

PURPOSE

The purpose of the Safety Footwear Guideline is to create a consistent standard of safety for Facilities staff and define sources of high quality work shoes that can be approved for reimbursement.

Protective footwear may be required where job conditions warrant. Examples of work that may require foot protection include operations involving heavy equipment, foot hazards in construction areas, jobs requiring work with certain chemicals, steam, or hot water, or any other work where there is a danger of foot injuries from falling or rolling objects, objects piercing the sole, or exposure to electrical hazards.

It should also be noted that protective footwear does not take the place of safe work practices, which is always primary in the safe handling of materials and substances. Protective footwear is a secondary measure that is intended to prevent injury or reduce the injury severity in the event of an accident.

PRACTICE

1. Protective footwear represents a wide range of foot protection although Facilities does not specifically require “Safety-Toe Footwear” we do require proper work attire such as “Closed –Toe Shoes” (no sandals, sneakers or open toed shoes). The need for protective footwear depends on specific job tasks and their potential foot hazards. Basic criteria for Facilities staff requiring protective footwear are as follows:

1.1. Facilities staff, Steam Engineers, Plumbers, Welders, and Electricians may be at a higher risk than other shops and may

require a more substantial work shoe with job functions that have high probability for exposure to potential foot hazards such as:

- Lifting heavy objects or materials
- Working with steam and hot water
- Working with heavy rolling materials such as drums or compressed gas cylinders
- Entering areas with potential foot hazards such as construction or abatement sites

1.2. For all other Facilities staff, the supervisor may determine the need for a lesser type of protective footwear based on specific job tasks and risks.

2. Employees identified as requiring protective footwear will be entitled to one (1) pair of safety shoes per calendar year.

2.1. Safety shoes should be obtained from preferred vendors and will be reimbursed in accordance with applicable collective bargaining agreement. Original bill of sale must be provided.

2.2. Safety shoes must be appropriate for the potential foot hazards in the common work environment of each shop, recommended with a steel plate in the sole, non-skid soles and heavy leather uppers for shops working in potentially hazardous areas.

3. Preferred vendors are as follows:

3.1. Redwing Shoes, 1427 S. Main Street, Santa Ana, (714) 543-1449

3.2. Iron Age Safety Shoes, 14145 Red Hill Avenue, Tustin,
(714) 832-2013

3.3. Hytest, Industrial Shoe Company, 1421 E. 1st Street, Santa Ana,
(714) 796-1976

NOTES:

1. Addresses are supplied for general information. Any location is acceptable. The Redwing truck is on campus several times a year for your convenience.

2. If the shoes have an ANZI Z41 rating, they can be purchased at any store and be reimbursed.

4. If there is a compelling reason why the employee cannot obtain appropriate safety shoes from the preferred vendors, the employee's supervisor must be notified and prior approval given to purchase safety shoes from an alternate vendor. The employee must purchase their safety shoes in full and then apply for reimbursement in accordance with applicable collective bargaining agreement. In order to receive reimbursement, the following steps must be followed:

4.1. The employee must provide proof to supervisor that the shoes were purchased from the preferred vendor list.

4.2. The employee must provide original receipt for the supervisor to sign.

5. Replacement of Safety Shoes

5.1. Protective footwear that is lost, misplaced, or for any reason unavailable after reimbursement, shall be replaced by the employee. Exceptions may be granted on a case-by-case basis. Such safety shoes must meet the standards set forth by this procedure.

6. Safety shoes are considered Personal Protective Equipment (PPE)

6.1. Employees are responsible for the care of his or her shoes and if reimbursement was received, are required to wear their safety shoes while on duty.

6.2. Safety shoes will not be worn off duty. Employees shall use their assigned lockers for storage of safety shoes and other PPE.

University of California, Irvine
Facilities Management Guidelines
Revised March 2004

APPENDIX E SALARY SCALE

SETC-UNITED SKILLED CRAFTS*			*Actual rates may vary slightly due to rounding.					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7783	High Voltage Electrician, Lead	4-1-2012	\$30.14	\$30.75	\$31.39	\$32.03	\$32.70	\$33.35
		7-1-2012	\$30.74	\$31.36	\$32.01	\$32.66	\$33.34	\$34.01
		1-1-2013	\$31.05	\$31.67	\$32.32	\$32.98	\$33.67	\$34.34
		7-1-2013	\$31.67	\$32.30	\$32.95	\$33.63	\$34.34	\$35.02
8100	Irrigation Supv, Asst	4-1-2012	\$26.40	\$26.94	\$27.48	\$28.06	\$28.63	\$29.21
		7-1-2012	\$26.93	\$27.47	\$28.02	\$28.61	\$29.20	\$29.79
		1-1-2013	\$27.20	\$27.74	\$28.30	\$28.89	\$29.48	\$30.08
		7-1-2013	\$27.74	\$28.30	\$28.86	\$29.45	\$30.06	\$30.67
8101	Irrigation Mechanic, Lead	4-1-2012	\$25.66	\$26.19	\$26.73	\$27.28	\$27.82	\$28.33
		7-1-2012	\$26.17	\$26.71	\$27.26	\$27.82	\$28.37	\$28.95
		1-1-2013	\$26.44	\$26.97	\$27.52	\$28.08	\$28.64	\$29.23
		7-1-2013	\$26.97	\$27.51	\$28.06	\$28.63	\$29.21	\$29.80
8102	Irrigation Mechanic	4-1-2012	\$24.44	\$24.94	\$25.45	\$25.97	\$26.51	\$27.04
		7-1-2012	\$24.93	\$25.43	\$25.95	\$26.48	\$27.03	\$27.57
		1-1-2013	\$25.18	\$25.68	\$26.20	\$26.74	\$27.29	\$27.84
		7-1-2013	\$25.68	\$26.20	\$26.72	\$27.26	\$27.82	\$28.39
8103	Painter, Asst- Supvr	4-1-2012	\$25.88	\$26.40	\$26.95	\$27.51	\$28.06	\$28.64
		7-1-2012	\$26.40	\$26.93	\$27.48	\$28.05	\$28.61	\$29.21
		1-1-2013	\$26.66	\$27.20	\$27.75	\$28.32	\$28.89	\$29.49
		7-1-2013	\$27.20	\$27.74	\$28.30	\$28.87	\$29.45	\$30.07
8105	Painter, Lead	4-1-2012	\$25.16	\$25.68	\$26.20	\$26.74	\$27.29	\$27.83
		7-1-2012	\$25.67	\$26.18	\$26.72	\$27.26	\$27.83	\$28.38
		1-1-2013	\$25.93	\$26.45	\$26.98	\$27.53	\$28.10	\$28.65
		7-1-2013	\$26.44	\$26.97	\$27.51	\$28.07	\$28.66	\$29.21
8106	Painter	4-1-2012	\$23.97	\$24.45	\$24.95	\$25.47	\$25.99	\$26.52
		7-1-2012	\$24.45	\$24.94	\$25.45	\$25.98	\$26.51	\$27.05
		1-1-2013	\$24.70	\$25.19	\$25.70	\$26.23	\$26.76	\$27.31
		7-1-2013	\$25.19	\$25.70	\$26.21	\$26.74	\$27.29	\$27.85
8109	Carpenter, Lead	4-1-2012	\$27.35	\$27.91	\$28.48	\$29.06	\$29.66	\$30.26
		7-1-2012	\$27.90	\$28.46	\$29.04	\$29.63	\$30.24	\$30.86
		1-1-2013	\$28.18	\$28.74	\$29.32	\$29.92	\$30.53	\$31.15
		7-1-2013	\$28.74	\$29.32	\$29.90	\$30.51	\$31.13	\$31.76
8110	Carpenter	4-1-2012	\$26.04	\$26.57	\$27.10	\$27.68	\$28.24	\$28.82
		7-1-2012	\$26.56	\$27.09	\$27.63	\$28.22	\$28.80	\$29.39
		1-1-2013	\$26.83	\$27.36	\$27.91	\$28.50	\$29.08	\$29.67
		7-1-2013	\$27.36	\$27.91	\$28.47	\$29.06	\$29.65	\$30.25
8112	Carpenter, Asst-Supvr	4-1-2012	\$28.13	\$28.70	\$29.29	\$29.89	\$30.51	\$31.11
		7-1-2012	\$28.69	\$29.26	\$29.87	\$30.48	\$31.11	\$31.72
		1-1-2013	\$28.98	\$29.56	\$30.16	\$30.77	\$31.41	\$32.03
		7-1-2013	\$29.56	\$30.15	\$30.75	\$31.38	\$32.03	\$32.67
8121	Mechanic, Maintenance Supv, Asst	4-1-2012	\$25.35	\$25.87	\$26.40	\$26.94	\$27.48	\$28.06
		7-1-2012	\$25.86	\$26.38	\$26.92	\$27.47	\$28.02	\$28.61
		1-1-2013	\$26.11	\$26.64	\$27.18	\$27.74	\$28.29	\$28.89
		7-1-2013	\$26.64	\$27.17	\$27.72	\$28.28	\$28.84	\$29.46
8122	Mechanic, Maint., Lead	4-1-2012	\$24.64	\$25.15	\$25.66	\$26.19	\$26.73	\$27.28
		7-1-2012	\$25.14	\$25.65	\$26.17	\$26.71	\$27.26	\$27.82
		1-1-2013	\$25.39	\$25.90	\$26.42	\$26.96	\$27.52	\$28.08
		7-1-2013	\$25.90	\$26.41	\$26.94	\$27.49	\$28.06	\$28.63

**APPENDIX E - SALARY SCALE
(Continued)**

SETC-UNITED SKILLED CRAFTS*			*Actual rates may vary slightly due to rounding.					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8123	Mechanic, Maintenance	4-1-2012	\$23.47	\$23.95	\$24.44	\$24.94	\$25.45	\$25.97
		7-1-2012	\$23.94	\$24.42	\$24.92	\$25.43	\$25.95	\$26.48
		1-1-2013	\$24.18	\$24.67	\$25.16	\$25.68	\$26.20	\$26.74
		7-1-2013	\$24.67	\$25.16	\$25.67	\$26.18	\$26.72	\$27.26
8125	Sheetmetal Worker, Lead	4-1-2012	\$27.14	\$27.70	\$28.26	\$28.84	\$29.43	\$30.03
		7-1-2012	\$27.68	\$28.25	\$28.82	\$29.41	\$30.01	\$30.62
		1-1-2013	\$27.96	\$28.52	\$29.09	\$29.69	\$30.30	\$30.92
		7-1-2013	\$28.52	\$29.09	\$29.67	\$30.27	\$30.89	\$31.53
8126	Sheetmetal Worker	4-1-2012	\$25.86	\$26.39	\$26.93	\$27.47	\$28.03	\$28.60
		7-1-2012	\$26.37	\$26.91	\$27.46	\$28.02	\$28.59	\$29.17
		1-1-2013	\$26.64	\$27.17	\$27.72	\$28.29	\$28.87	\$29.45
		7-1-2013	\$27.17	\$27.72	\$28.27	\$28.84	\$29.44	\$30.03
8128	Sheetmetal, Asst-Supvr	4-1-2012	\$27.92	\$28.49	\$29.07	\$29.68	\$30.28	\$30.89
		7-1-2012	\$28.48	\$29.05	\$29.64	\$30.26	\$30.87	\$31.50
		1-1-2013	\$28.76	\$29.34	\$29.93	\$30.56	\$31.17	\$31.81
		7-1-2013	\$29.34	\$29.93	\$30.52	\$31.16	\$31.79	\$32.44
8137	Electrician, Lead	4-1-2012	\$27.40	\$27.96	\$28.53	\$29.13	\$29.71	\$30.32
		7-1-2012	\$27.95	\$28.51	\$29.09	\$29.70	\$30.29	\$30.92
		1-1-2013	\$28.23	\$28.79	\$29.37	\$29.99	\$30.59	\$31.22
		7-1-2013	\$28.79	\$29.37	\$29.95	\$30.58	\$31.19	\$31.83
8138	Electrician	4-1-2012	\$26.10	\$26.63	\$27.17	\$27.74	\$28.30	\$28.87
		7-1-2012	\$26.62	\$27.16	\$27.71	\$28.29	\$28.86	\$29.44
		1-1-2013	\$26.89	\$27.43	\$27.97	\$28.56	\$29.13	\$29.72
		7-1-2013	\$27.43	\$27.97	\$28.53	\$29.12	\$29.70	\$30.31
8140	Electrician Supv, Asst	4-1-2012	\$28.18	\$28.76	\$29.36	\$29.95	\$30.57	\$31.19
		7-1-2012	\$28.75	\$29.33	\$29.94	\$30.54	\$31.17	\$31.80
		1-1-2013	\$29.03	\$29.61	\$30.23	\$30.84	\$31.47	\$32.11
		7-1-2013	\$29.61	\$30.21	\$30.82	\$31.45	\$32.08	\$32.74
8154	High Volt Electrician	4-1-2012	\$28.71	\$29.29	\$29.89	\$30.52	\$31.14	\$31.76
		7-1-2012	\$29.29	\$29.87	\$30.48	\$31.12	\$31.75	\$32.39
		1-1-2013	\$29.58	\$30.17	\$30.78	\$31.42	\$32.06	\$32.70
		7-1-2013	\$30.17	\$30.78	\$31.39	\$32.04	\$32.69	\$33.35
8168	HVAC, Supv, Asst	4-1-2012	\$29.49	\$30.09	\$30.71	\$31.33	\$31.98	\$32.62
		7-1-2012	\$30.08	\$30.68	\$31.32	\$31.95	\$32.61	\$33.26
		1-1-2013	\$30.38	\$30.99	\$31.62	\$32.26	\$32.93	\$33.59
		7-1-2013	\$30.99	\$30.61	\$32.24	\$32.90	\$33.58	\$34.25
8169	Mason Supv, Asst.	4-1-2012	\$26.61	\$27.16	\$27.71	\$28.28	\$28.86	\$29.45
		7-1-2012	\$27.15	\$27.70	\$28.26	\$28.84	\$29.43	\$30.03
		1-1-2013	\$27.42	\$27.97	\$28.53	\$29.12	\$29.72	\$30.32
		7-1-2013	\$27.97	\$28.52	\$29.09	\$29.69	\$30.30	\$30.91
8171	Mechanic, Phy Plnt, Supv, Asst	4-1-2012	\$21.17					
		7-1-2012	\$21.59					
		1-1-2013	\$21.81					
		7-1-2013	\$22.25					
8173	Mechanic, Physical Plant, Lead	4-1-2012	\$20.68					
		7-1-2012	\$21.09					
		1-1-2013	\$21.30					
		7-1-2013	\$21.73					

**APPENDIX E – SALARY SCALE
(Continued)**

SETC-UNITED SKILLED CRAFTS*			*Actual rates may vary slightly due to rounding.					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8174	Mechanic, Physical Plant	4-1-2012	\$18.89					
		7-1-2012	\$19.26					
		1-1-2013	\$19.46					
		7-1-2013	\$19.85					
8175	Physical Plant Specialist	4-1-2012	\$28.17	\$28.74	\$29.33	\$29.93	\$30.55	\$31.17
		7-1-2012	\$28.74	\$29.31	\$29.91	\$30.52	\$31.16	\$31.79
		1-1-2013	\$29.02	\$29.60	\$30.20	\$30.82	\$31.46	\$32.10
		7-1-2013	\$29.60	\$30.20	\$30.80	\$31.42	\$32.08	\$32.73
8178	Mason, Lead	4-1-2012	\$25.88	\$26.41	\$26.95	\$27.49	\$28.06	\$28.64
		7-1-2012	\$26.40	\$26.93	\$27.48	\$28.05	\$28.61	\$29.21
		1-1-2013	\$26.66	\$27.20	\$27.75	\$28.32	\$28.89	\$29.49
		7-1-2013	\$27.20	\$27.74	\$28.30	\$28.88	\$29.46	\$30.07
8179	Mason	4-1-2012	\$24.64	\$25.15	\$25.66	\$26.19	\$26.73	\$27.28
		7-1-2012	\$25.14	\$25.65	\$26.17	\$26.71	\$27.26	\$27.82
		1-1-2013	\$25.39	\$25.90	\$26.42	\$26.96	\$27.52	\$28.09
		7-1-2013	\$25.90	\$26.41	\$26.94	\$27.49	\$28.06	\$28.64
8184	Mechanic, HVAC, Lead	4-1-2012	\$28.67	\$29.26	\$29.86	\$30.46	\$31.10	\$31.72
		7-1-2012	\$29.24	\$29.84	\$30.45	\$31.06	\$31.71	\$32.34
		1-1-2013	\$29.53	\$30.13	\$30.74	\$31.36	\$32.02	\$32.66
		7-1-2013	\$30.13	\$30.74	\$31.35	\$31.98	\$32.65	\$33.30
8185	Mechanic, HVAC	4-1-2012	\$27.30	\$27.86	\$28.43	\$29.02	\$29.61	\$30.21
		7-1-2012	\$27.84	\$28.41	\$28.99	\$29.59	\$30.20	\$30.80
		1-1-2013	\$28.12	\$28.68	\$29.27	\$29.88	\$30.49	\$31.10
		7-1-2013	\$28.68	\$29.26	\$29.85	\$30.47	\$31.09	\$31.71
8235	Engineer, Steam Operating, Lead	4-1-2012	\$29.57	\$30.18	\$30.80	\$31.43	\$32.07	\$32.72
		7-1-2012	\$30.16	\$30.78	\$31.40	\$32.05	\$32.70	\$33.37
		1-1-2013	\$30.46	\$31.07	\$31.71	\$32.36	\$33.02	\$33.69
		7-1-2013	\$31.07	\$31.69	\$32.33	\$32.99	\$33.67	\$34.35
8238	Engineer, Service	4-1-2012	\$35.25	\$35.98	\$36.72	\$37.47	\$38.22	\$39.01
		7-1-2012	\$35.96	\$36.70	\$37.44	\$38.21	\$38.98	\$39.78
		1-1-2013	\$36.32	\$37.05	\$37.81	\$38.58	\$39.36	\$40.17
		7-1-2013	\$37.05	\$37.79	\$38.56	\$39.34	\$40.14	\$40.97
8242	Asst Supv Steam Oper Engr	4-1-2012	\$30.42	\$31.05	\$31.68	\$32.33	\$32.99	\$33.66
		7-1-2012	\$31.03	\$31.67	\$32.30	\$32.97	\$33.64	\$34.33
		1-1-2013	\$31.34	\$31.97	\$32.62	\$33.29	\$33.97	\$34.66
		7-1-2013	\$31.97	\$32.60	\$33.26	\$33.94	\$34.63	\$35.34
8243	Engineer, Steam Operating	4-1-2012	\$28.17	\$28.74	\$29.33	\$29.93	\$30.55	\$31.17
		7-1-2012	\$28.74	\$29.31	\$29.91	\$30.52	\$31.16	\$31.79
		1-1-2013	\$29.02	\$29.60	\$30.20	\$30.82	\$31.46	\$32.10
		7-1-2013	\$29.60	\$30.20	\$30.80	\$31.43	\$32.08	\$32.73
8257	Plumber, Lead	4-1-2012	\$27.83	\$28.41	\$28.99	\$29.58	\$30.18	\$30.79
		7-1-2012	\$28.39	\$28.97	\$29.56	\$30.17	\$30.78	\$31.40
		1-1-2013	\$28.67	\$29.25	\$29.85	\$30.46	\$31.07	\$31.71
		7-1-2013	\$29.24	\$29.83	\$30.44	\$31.03	\$31.66	\$32.34
8258	Plumber	4-1-2012	\$26.51	\$27.05	\$27.61	\$28.17	\$28.75	\$29.33
		7-1-2012	\$27.04	\$27.59	\$28.16	\$28.73	\$29.32	\$29.91
		1-1-2013	\$27.31	\$27.86	\$28.43	\$29.01	\$29.60	\$30.20
		7-1-2013	\$27.86	\$28.41	\$28.98	\$29.58	\$30.18	\$30.80

**APPENDIX E – SALARY SCALE
(Continued)**

SETC-UNITED SKILLED CRAFTS*			*Actual rates may vary slightly due to rounding.					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8260	Plumber, Asst Supvr	4-1-2012	\$28.63	\$29.22	\$29.81	\$30.43	\$31.05	\$31.68
		7-1-2012	\$29.20	\$29.80	\$30.40	\$31.03	\$31.67	\$32.30
		1-1-2013	\$29.49	\$30.09	\$30.70	\$31.33	\$31.97	\$32.62
		7-1-2013	\$30.09	\$30.69	\$31.30	\$31.95	\$32.61	\$33.26
8262	Locksmith Supv, Asst	4-1-2012	\$27.03	\$27.59	\$28.15	\$28.73	\$29.31	\$29.91
		7-1-2012	\$27.57	\$28.14	\$28.71	\$29.30	\$29.89	\$30.50
		1-1-2013	\$27.84	\$28.41	\$28.98	\$29.58	\$30.18	\$30.80
		7-1-2013	\$28.40	\$28.97	\$29.55	\$30.16	\$30.80	\$31.41
8265	Locksmith, Lead	4-1-2012	\$26.28	\$26.82	\$27.37	\$27.93	\$28.51	\$29.07
		7-1-2012	\$26.80	\$27.35	\$27.91	\$28.48	\$29.07	\$29.65
		1-1-2013	\$27.07	\$27.61	\$28.18	\$28.76	\$29.36	\$29.94
		7-1-2013	\$27.61	\$28.17	\$28.73	\$29.33	\$29.94	\$30.53
8266	Locksmith	4-1-2012	\$25.03	\$25.55	\$26.06	\$26.60	\$27.14	\$27.70
		7-1-2012	\$25.53	\$26.06	\$26.57	\$27.13	\$27.68	\$28.25
		1-1-2013	\$25.78	\$26.31	\$26.83	\$27.39	\$27.94	\$28.53
		7-1-2013	\$26.30	\$26.83	\$27.36	\$27.92	\$28.49	\$29.09
8284	Signmaker, Asst Supervisor	4-1-2012	\$25.88	\$26.41	\$26.95	\$27.51	\$28.07	\$28.64
		7-1-2012	\$26.40	\$26.93	\$27.48	\$28.06	\$28.63	\$29.21
		1-1-2013	\$26.66	\$27.20	\$27.75	\$28.33	\$28.90	\$29.49
		7-1-2013	\$27.20	\$27.74	\$28.30	\$28.86	\$29.44	\$30.07
8285	Signmaker, Lead	4-1-2012	\$25.16	\$25.68	\$26.20	\$26.74	\$27.29	\$27.84
		7-1-2012	\$25.67	\$26.19	\$26.72	\$27.26	\$27.83	\$28.36
		1-1-2013	\$25.93	\$26.44	\$26.98	\$27.53	\$28.10	\$28.64
		7-1-2013	\$26.44	\$26.97	\$27.51	\$28.07	\$28.66	\$29.20
8286	Signmaker	4-1-2012	\$23.97	\$24.45	\$24.95	\$25.47	\$25.99	\$26.52
		7-1-2012	\$24.45	\$24.94	\$25.44	\$25.97	\$26.50	\$27.05
		1-1-2013	\$24.70	\$25.19	\$25.70	\$26.22	\$26.76	\$27.31
		7-1-2013	\$25.19	\$25.70	\$26.21	\$26.73	\$27.29	\$27.85
9444	Bldg Automation Controls Tech	4-1-2012	\$28.67	\$29.26	\$29.85	\$30.47	\$31.10	\$31.72
		7-1-2012	\$29.24	\$29.84	\$30.45	\$31.07	\$31.72	\$32.35
		1-1-2013	\$29.53	\$30.13	\$30.74	\$31.38	\$32.03	\$32.66
		7-1-2013	\$30.13	\$30.73	\$31.34	\$32.00	\$32.66	\$33.30
9445	Fire & Security Systems Tech	4-1-2012	\$30.42	\$31.05	\$31.68	\$32.33	\$32.99	\$33.66
		7-1-2012	\$28.73	\$29.31	\$29.91	\$30.52	\$31.16	\$31.79
		1-1-2013	\$29.02	\$29.60	\$30.20	\$30.82	\$31.46	\$32.10
		7-1-2013	\$29.60	\$30.19	\$30.79	\$31.42	\$32.08	\$32.73
9446	Fire & Security Sys, Asst Supvr	4-1-2012	\$30.42	\$31.05	\$31.68	\$32.33	\$32.99	\$33.66
		7-1-2012	\$31.03	\$31.66	\$32.30	\$32.97	\$33.65	\$34.32
		1-1-2013	\$31.34	\$31.97	\$32.62	\$33.29	\$33.98	\$34.66
		7-1-2013	\$31.97	\$32.60	\$33.26	\$33.94	\$34.65	\$35.34
9448	Stationary Eng Instr & Ctrl Tech	4-1-2012	\$29.57	\$30.18	\$30.79	\$31.43	\$32.07	\$32.72
		7-1-2012	\$30.16	\$30.78	\$31.40	\$32.05	\$32.70	\$33.37
		1-1-2013	\$30.46	\$31.07	\$31.71	\$32.36	\$33.02	\$33.69
		7-1-2013	\$31.07	\$31.69	\$32.33	\$32.99	\$33.67	\$34.35

APPENDIX F
HEALTH BENEFITS RATES

(To be inserted at a later date.)

A. FREEZE HEALTH CARE BENEFIT COSTS TO EMPLOYEES FOR THE TERM OF THIS AGREEMENT.

B.FREEZE KAISER RATES FOR RETIREES FOR THE LIFE OF THIS AGREEMENT

C. GRANDFATHER CURRENT EMPLOYEES TO OLD RULES ON RETIREE HEALETHCARE.

APPENDIX G

Agreement Regarding Payment of UCRP Contributions

University of California, Irvine and
State Employees Trades Council -United

Article 4.4 of the Memorandum of Understanding between the parties provides that:

Effective July 1, 2011, bargaining unit employees shall contribute an additional one and one-half percent (1.5%) for a total of three and one-half percent (3.5%) to the University of California Retirement Plan (UCRP). The total three and one-half percent (3.5%) payroll contribution shall become effective with the first pay period following ratification of this Agreement. The retroactive increased contributions effective on July 1, 2011, and continuing until the first pay period following ratification of this Agreement, shall be collected from employees via payroll deductions pursuant to the schedule/formula provided in (an) Appendix. These payments shall begin no sooner than July 1, 2013 and end no later than June 30, 2014. (Emphasis added)

In order to implement the requirements of this provision, the parties hereby agree to the following repayment formula/schedule, which shall constitute the Appendix reference to the above contract provision:

1. First, the total dollar amount of retroactive increased contributions effective on July 1, 2011, and continuing until the first pay period following ratification of the Memorandum of Understanding shall be calculated for bargaining unit employees who were both (a) employed at any time during this period of time, and (b) continue to be employed on the date of this Agreement.
2. Next, this total dollar amount calculated pursuant to paragraph 1 above shall be collected from employees via payroll deductions in equal installments, from July 1, 2013 to June 30, 2014. However, bargaining unit employees whose employment terminates prior to the full payment of retroactive increased contributions shall have the amount collected from his/her final paycheck. In such case, employees will be required to complete and sign a form provided by the University, which will include employee authorization for any such

10/25/12

For SETC- United

For University of California, Irvine
10/25/12

Date ¹ 1

Date

**APPENDIX H
INDEX**

<u>Subject</u>	<u>Page No.</u>
Access, Union	85
Agency Fee	87
Alternate Work Schedules	12
Arbitration Procedure	76
Benefits	91
Bereavement Leave	27
Bulletin Boards	86
Call-Back Time	18
Campus Review Meeting	75
Clean-Up/Pick-Up Time	15
Career Employees	10, 11, 21, 26, 68, 65
Compensation for Holiday Work	25
Compensation for Overtime	16
Compensatory Time Off	16
Concerted Activities	90
Death Payments	83
Demotion	66
Discipline and Dismissal	65
Dues Deductions	87
Duration of Agreement	8
Emergency	13
Emergency National Guard Leave	38
Enumeration of University Benefits – Appendix C	108
Execution of Agreement – Appendix A	106
Extended Sick Leave	33
Family Care and Medical Leave	35
Grievance Procedure	65
Grievance Procedure, Relation to Discipline/Dismissal	73
Health Benefits Rates – Appendix F	120
Holiday Pay for Full-Time Limited and Part-Time Employees	23
Holidays, Alternate Full-Time Schedule	25

**APPENDIX H
INDEX
(Continued)**

Subject	Page No.
Holidays, Compensation for Holiday Work	25
Holidays, Eligibility for Holiday Pay	22
Holidays Observed	23
Holidays on Saturday and Sunday	25
Holidays, Special or Religious	25
Hours of Work	12
Informal Review	74
Investigatory Leave	67
Job Abandonment, Resignation	103
Jury Duty	64
Labor-Management Relations	85
Lateral Transfer	20
Layoff	68
Leave for Work-Incurred Disability	64
Leaves of Absence	48
Leaves of Absence for Union Functions	87
Limited Appointments	11
Lockouts	90
Management Rights	9
Meal Periods	15
Medical Separation	82
Memorandum of Negotiators – Appendix B	107
Mileage Reimbursement	81
Military Leave	35
Military Leave, Extended	36
Military Leave for Emergency National Guard Duty	38
Military Leave for Physical Examination	39
Nondiscrimination in Employment	10
No Strike	90
Notice of Intent of Discipline and Dismissal	66
Notice of Intent, Response	67
Notice of Layoff	69

**APPENDIX H
INDEX
(Continued)**

Subject	Page No.
On-Call	18
Order of Layoff	68
Out-Of-Class Assignment	20
Overtime	16
Overtime Scheduling	17
Parental Leave	53
Parking	81
Performance Evaluation	19
Personal Leave	50
Personnel Files	101
Posting of Work Schedules	13
Preference for Reemployment or Transfer	70
Pregnancy Disability Leave	50
Private Vehicle	81
Probationary Period	10
Promotions	19
Protective Clothing	80
Reasonable Accommodation	102
Recall, Right to	70
Recognition	7
Reduction in Time	68
Reemployment from Indefinite Layoff	70
Reemployment Procedures Following Medical Separation	83
Rehabilitation	83
Released Time for Meet and Confer	86
Reporting Time	15
Resignation & Job Abandonment	103
Rest Periods	15
Retirement Benefits	48
Safety	79
Safety Committee	80

**APPENDIX H
INDEX
(Continued)**

Subject	Page No.
Safety Equipment	81
Salary Structure – Appendix E	116
Seniority, Layoff and Reemployment	69
Seniority, Vacation Scheduling	31
Severability	89
Shift Differential	96
Shifts	13
Shifts, Trading	14
Sick Leave, Extended	34
Sick Leave – Factored Leave Accruals – Accrual Rates	25
Sick Leave – Factored Leave Accruals – Eligibility	26
Side Letter on Safety – Appendix D	112
Standard Work Schedule	12
Stewards, Union	84
Strikes	90
Subcontracting	72
Titles in Unit	7
Training and Development	21
Transfers	19
UCRP Retroactive Contributions – Appendix G	121
Uniforms	81
Union Access	85
Union Functions, Leaves of Absence for	87
Union Recognition	7
Union Stewards	84
Unit Work	73
Use of University Facilities	85
Vacation	29
Vacation – Factored Leave Accruals - Eligibility	29
Vacation – Factored Leave Accruals – Scheduling	31
Vacation – Factored Leave Accruals – Waiting Period	30
Wages	97

**APPENDIX H
INDEX
(Continued)**

<u>Subject</u>	<u>Page No.</u>
Waiver	91
Warning Letters, Destruction of	67
Witness Pay	64
Work-Incurred Injury or Illness	33
Work Schedule – Standard, Posting, Changes	12, 13
Work Week	12
Written Warning	65



STATE EMPLOYEES TRADES COUNCIL **UNITED**

We've been on your side since 1976



March 10, 2014

EMAIL & PERSONAL DELIVERY

Maria Osorio, Labor & Employee Relations Consultant:
UCI, Human Resources,
111 Theory, Suite 200
Irvine, CA 92697-4600

Sent: [1] Hand delivered to Human Resources, and [2] via e-mail: meosorio@uci.edu

RE: SETC-United 2014-2018 Initial Contract Proposals: UCI Skilled Trades Unit - Sunshine Procedure

In accordance with our Contract and PERB Regulations, SETC-UNITED is hereby submitting its 2014 Initial Contract Proposals for the Skilled Crafts Unit for posting and UCI Initial Response. These Proposals are based on Contract Surveys received from our members and input at General Membership Meetings. This letter is just a summary of the actual proposals highlighted on the attached, revised MOU. This summary letter does not include all of the detail of the attached, highlighted and annotated MOU. Refer to the attached, highlighted and annotated MOU for a complete presentation of all proposals. SETCU expects to have these Proposals “sun-shined” in accordance with the Public Notice requirements of HEERA.

This document, titled, **SETCU 2013-2015 Initial Contract Proposals: UCI Skilled Trades Unit – Sunshine Procedure**, summarizes our proposals for each Article. Attachment A, provides the entire current MOU, annotated with specific changes, highlighted to easily identify all proposals by SETC-UNITED to improve the wages, hours, and terms and conditions of employment for our successor agreement. We believe these changes will benefit SETC-UNITED and UCI by clarifying areas of chronic concern, and improving the cooperative working relationship we are both daily striving to improve.

SETCU will stand ready to meet and confer in “good faith” on the Successor Contract starting the week of March 31, 2014. The SETCU Attorney and/or SETCU Chief Steward at UCI will confirm the five-member SETCU Negotiating Committee, with Alternates in the near future.

SETCU looks forward to the preliminary discussions with you to work out logistics, ground rules, meeting location(s), and paid release time for the employees involved. We look forward to a very productive and long working relationship.

EQUITY INCREASES

The Union will submit a 6 UC Campus 2014 [UCLA, UCSD, UCR, UCD, UC BERKELEY, UCSB] survey and all ranges below the average of comparative jurisdictions will be adjusted upward, by 2% increments, to meet, or slightly exceed Equity, and SETC will revise the Equity Study for 2015, 2016, 2017, with Equity Adjustments based upon additional 2% increments, which may exceed top steps, if necessary to achieve equity. **RE-OPENERS [Equity only]:** In order to advance to Equity SETCU and UCI agree to the following re-openers in order to meet and confer about additional Equity adjustments for those classifications under Equity, per the revised Equity Study 2015, 2016 and 2017. The re-openers will be for Equity only, and will begin no later than 60 days prior to July 1, 2015, and 60 days prior to July 1, 2016, and 60 days prior to July 1, 2017.

ARTICLE 20- LAYOFF

UCI Reductions in Pay & Time:

Article 20: Layoffs & Reductions

UCI & SETCU agree to negotiate “changes” to the existing language on Article 20:

Layoffs & Reductions in Time

- UCI & SETCU agree to DELETE/REMOVE all references to “Reductions in Pay” or Reductions in Time

- No Layoff/No furlough GUARENTEE:

- UCI & SETCU agree that there will be no layoffs, reductions in time , and no furloughs of any type during the life of this Agreement;
- UCI & SETCU agree to implement layoffs for only 2 reasons: unequivocally proven “lack of work” or proven lack of funds;
- UCI & SETCU agree that no demotions, or layoffs will occur for any reasons, “retaliatory reasons”; during or after negotiations
- ALL ARTICLES IN THIS MOU ARE SUBJECT TO ARBITRATION

ARTICLE 1 – RECOGNITION , Additions and deletions

ARTICLE 2 – DURATION – 4 YEAR CONTRACT

ARTICLE 4 – DISCRIMINATION – Add Constitutional, Statutory and Common law

ARTICLE 6 – LIMITED APPOINTMENTS – Clarify language

ARTICLE 7 – HOURS OF WORK – Add Seniority and appeal process for Alternate work schedule

ARTICLE 8 – OVERTIME – Double time over 12 and Sunday work, and UCI Med Ctr amendment

ARTICLE 10 – PROMOTIONS AND TRANSFERS – Posting increased to 14 days

ARTICLE 11 – OUT OF CLASS ASSIGNMENT – Add Arbitration procedure

ARTICLE 12 – TRAINING AND DEVELOPMENT – Improve benefits, amount, application

ARTICLE 13 – HOLIDAYS – Add Columbus day, and use of comp. time

ARTICLE 14- SICK LEAVE FACTORED LEAVE ACCRUALS – Add reference to Federal and State laws, and compliance with FMLA/CFRA

ARTICLE 46 WAGES-EQUITY ADJUSTMENTS- See above, first item.

ARTICLE 47 PERSONNEL FILES- One personnel file, location, and grievance file – review of both, copy of both, UCI required to identify records withheld.

ARTICLE 48 REASONABLE ACCOMMODATION- Equivalent position, add QME

ARTICLE 49 RESIGNATION & JOB ABANDONMENT- Clarify “when possible”, increase to 20 days,

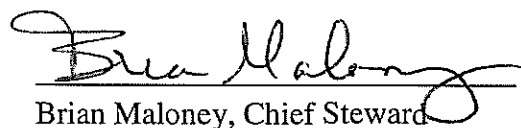
APPENDIX’s: *Will be revised and amended at the conclusion of negotiations, and all of the Appendices will be at issue at the bargaining table.*

NOTE: SETCU reserves the right to add, subtract, delete, modify these proposals until such time is reached on the entire contract, including any and all wage increases.

NOTE 2: The footer date has not been amended in order to provide reference to current, in place MOU. The above summary, and attached highlighted and annotated MOU apply to the new proposed 4 contract years: JULY 1, 2014 – JUNE 30, 2018.

Respectfully submitted,

Fred Quiel, SETCU Attorney


Brian Maloney, Chief Steward

cc: Carl Kimberlin, SETCU Business Manager
Linda Chang, SETCU CFO
Gary Comer, Chief UC Consultant

1
2 **PROOF OF SERVICE**

3 I am a citizen of the United States, over the age of 18 years, and not a party to the within action.
4 I work at the Law Offices of Fred G. Quiel, 4000 Barranca Parkway, Suite 250, Irvine, CA

5 ***On March 10, 2014 I served the following the document(s) via e-mail:***
6 **March 10 2014 Summary letter, and highlight, annotated MOU**

7 ***On March 11, 2014 [by Agreement with Maria Osorio] I hand delivered:***
8 **March 10 2014 Summary letter, and highlight, annotated MOU**

9 ***on the following parties in this action addressed as follows:***

10 Maria Osorio, Labor & Employee Relations Consultant:
11 UCI, Human Resources,
12 111 Theory, Suite 200
13 Irvine, CA 92697-4600

14 _____ (***BY MAIL***) I caused a true copy of each document, placed in a sealed envelope with postage fully paid, to be
15 placed in the United States mail at Irvine, California. I am "readily familiar" with this firm's business
16 practice for collection and processing of mail, that in the ordinary course of business said document(s) would
17 be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed
18 invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the
19 date of deposit for mailing contained on this affidavit.

20 **XXXX** (***BY PERSONAL SERVICE***) I delivered each such document by hand to each addressee above.


21 _____ (***BY FACSIMILE***) By use of facsimile machine number (xxx) xxxx, I served a copy of the referenced
22 document(s) on the above interested parties at (**xxx**) xxx-xxxx. The transmission was reported as
23 complete and without error. The transmission report was properly issued by the transmitting facsimile
24 machine.

25 **XXXX** (***BY E-MAIL***) By use of e-mail to e-mail addresses transmitted to and received from more than three times in
26 the last year, I served a copy of the within document(s) on the above interested parties at the following e-mail
27 address meosorio@uci.edu. An electronic record of the transmission, and delivery receipt, is in my
28 computer files, and the transmission was sent through my server with no record of transmission error which
indicates to me that the transmission was successful.

Executed on March 10, 2014, at Irvine, California.

(***FEDERAL***) I declare that I am employed in the office of a member of the bar of this court at whose
direction the service was made.

XXXXX (***STATE***) I declare under penalty of perjury under the laws of the State of California that the above is true
and correct.



Fred G. Quiel