

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND ITS  
UNIVERSITY OF CALIFORNIA, LOS ANGELES**

**AND THE**

**STATE EMPLOYEE'S TRADES COUNCIL  
SETC-UNITED**

**JULY 1, 2011 – SEPTEMBER 30, 2013**

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## ARTICLE 1 – RECOGNITION

- A. This Agreement, effective July 1, 2011, is entered into between The Regents of the University of California, a corporation (sometimes referred to hereinafter as the "University"), and the State Employees' Trades Council also known as SETC-United, (sometimes referred to hereinafter as the "Union"). The University recognizes SETC-United, which was certified by the Public Employment Relations Board (PERB) on January 5, 2006, as the exclusive bargaining agent for matters within the scope of representation for the following classifications of UCLA employees, excluding those classes and/or employees designated as managerial, supervisory, and confidential by PERB.

<b>Title Code</b>	<b>Job Title</b>
8137.....	Lead Electrician
8138.....	Electrician
8139.....	Apprentice Electrician
8164.....	Lead Food Service Mechanic
8166.....	Assistant Food Service Mechanic
8257.....	Lead Plumber
8258.....	Plumber
8259.....	Apprentice Plumber
8125.....	Lead Sheetmetal Worker
8126.....	Sheetmetal Worker
8127.....	Apprentice Sheetmetal Worker
8109.....	Lead Carpenter
8110.....	Carpenter
8111.....	Apprentice Carpenter
8265.....	Lead Locksmith
8266.....	Locksmith
8267.....	Apprentice Locksmith
8178.....	Lead Mason
8179.....	Mason
8180.....	Apprentice Mason
8105.....	Lead Painter
8106.....	Painter
8107.....	Apprentice Painter
8159.....	Lead Elevator Mechanic
8188.....	Elevator Mechanic
8268.....	Apprentice Elevator Mechanic
8216.....	Lead Facilities Mechanic
8217.....	Facilities Mechanic
8218.....	Facilities Worker
8223.....	Vending Machine Technician
8235.....	Lead Stationary Operating Engineer
8236.....	Lead Residential Mechanic
8237.....	Residential Mechanic
8285.....	Lead Signmaker
8286.....	Signmaker
8288.....	Apprentice Signmaker
8238.....	Service Engineer
8239.....	Stationary Operating Engineer

8240.....Apprentice Stationary Operating Engineer  
8102.....Irrigation Mechanic  
8201.....Food Service Mechanic  
8347.....Lead Flooring Installer  
8348 ..... Flooring Installer  
8220.....Lead Roofer  
8189.....Roofer

- B.** Pursuant to PERB Rules and Regulations for unit modification, certain classifications may be added to the above described UCLA Skilled Crafts Unit by mutual agreement of the parties.
- C.** The term "employee" as used in this Agreement shall refer to any probationary, career, casual or apprentice employees of UCLA in the above-mentioned unit except for those excluded pursuant to Section A above.

## ARTICLE 2 – CLASSIFICATIONS AND RECLASSIFICATIONS

- A. Bargaining unit employees' level and scope of assigned duties shall be documented in their job descriptions which shall be established and classified by the University. If an employee's duties and responsibilities undergo significant changes, the affected position(s) may be reviewed as described hereafter in this Article. Attached hereto as Appendix A are the Class Specification condensed from the official University-approved class specifications. The abridged specifications contained here are guidelines only. The University agrees to send copies of any changes to revised job descriptions to SETC-United.
- B. 1. If, during the term of this Agreement, the Union believes that certain bargaining unit members are working out of class, it may submit the position(s) of these bargaining unit members to Campus Human Resources or Healthcare Human Resources, as appropriate, for review. Campus Human Resources or Healthcare Human Resources shall provide a response to the request within 90 (ninety) days after receiving the submission from the Union unless the Union and the University mutually agree to an extension.
2. The University's Compensation unit will determine whether or not the employee has been working out of class by evaluating the core functions and duties of the position and comparing them to pre-defined job families or classifications specifications and comparable positions within the organization and/or external to the organization. Factors that may be considered include, but are not limited to, the scope of responsibility and skill and competencies required to perform the position. The classification review process will include a review of job descriptions and interviews with the incumbent and may include at least one of the following:
- a. review of the organizational chart;
  - b. review of any supplemental information;
  - c. interviews with the supervisor and/or manager or subject matter experts; or
  - d. review of a position questionnaire or survey.
3. a. Within twenty-one (21) calendar days of the date the University issues the results of the Compensation unit's review to the Union, the Union may request a Compensation Review Conference. Such request shall be directed to the Director of Labor Relations.
- b. Within fourteen (14) calendar days of the request, the Campus Labor Relations Director or designee shall convene a Compensation Review Conference. The Union shall be entitled to respond to the review, orally or in writing, including any facts and/or arguments which the employee and/or the Union wishes to convey to the University. The bargaining unit employee seeking reclassification may participate in this meeting and one (1) union steward shall be granted release time, upon request, to attend.

- c. Within ten (10) calendar days of the conclusion of the Conference, the University will issue its response to the Union. The University's decision will be final.
- C.
  1. The University and the Union agree that employees shall be assigned work consistent with the employee's job description.
  2. An employee who is temporarily assigned by University management to perform substantially all of the duties on a full-time basis of a position with a higher base rate than the employee's regular appointment for a period of five (5) consecutive working days or more, shall be paid the higher base rate for all hours worked in the temporary assignment.

## ARTICLE 3 - DEFINITIONS

### A. Break in Service

A break in service is any separation from employment status. In addition, a break in service occurs, effective the last day on pay status, whether or not a separation form is submitted, when an employee is off pay status for four (4) complete, consecutive calendar months without an approved leave without pay, furlough, or temporary layoff. A return to pay status from an approved leave without pay, furlough, temporary layoff, during a period of right to recall and preference for reemployment, or on the next working day following a separation is not a break in service.

### B. Address of Record

It shall be the responsibility of each employee to inform the University in writing 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." Via the File Transfer Program, the University shall make accessible to the Union a report of bargaining unit members. The report will include the employee's name, classification, date of hire, department and home address. Home addresses shall be made available to the Union provided that the employee has authorized, in writing, the release of his/her address. The release of home addresses shall be pursuant to Government Code Section 6254.3. For purposes of Article 42 - No Strike/No Lockout, notice to the home addresses provided herein shall meet the Union's obligation.

### C. Seniority

1. As used in the Layoff Article, seniority is calculated by the number of full time equivalent months (or hours) of UCLA service, excluding employment prior to a break in service. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment is considered the least senior.
2. As used in the Vacation, Promotions & Transfers, Hours of Work and Overtime Articles, seniority is determined by the date of appointment of the employee to the classification. If employees have the same date of appointment to the classification, the one with the most recent appointment to the shop or work location shall be the least senior.

### D. Rates of Pay

1. Base rate is the amount listed for the class in Appendix B - Wage Schedule.
2. Regular hourly rate is the employee's base rate plus any shift differential, on-call pay and hazardous duty pay.

### E. Classifications

The term "classification" shall refer to the job title and title codes listed in Article 1, Recognition.



**F. Day**

Unless otherwise indicated herein, the term “day” shall refer to a calendar day.

#### **ARTICLE 4 - NONDISCRIMINATION IN EMPLOYMENT**

- A.** The provisions of this Agreement shall be applied to all members of the unit within the limits imposed by law or University regulation without regard to race, color, religion, union affiliation, marital status, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental disability, medical condition (cancer-related or genetic characteristics), status as a covered veteran (special disabled veteran, Vietnam era veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized), age, or citizenship.
  
- B.** Allegations of a violation of this Article, only when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the Article to which the grievance is connected is grievable and/or arbitrable.

## ARTICLE 5—POSITIONS AND APPOINTMENTS

### A. Career Appointments

Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time, and are expected to continue for one (1) year or longer.

### B. Limited (Casual) Appointments

1. Limited (Casual) Appointments are established at any percentage of time, fixed or variable, and are not expected to continue for more than two thousand and eighty (2080) hours in a twelve (12) month period.
2. Limited (Casual) Appointments shall not normally be hired instead of career employees.
3. Conversion to Career Status. Except as provided in Section 4 below, in the event that an employee with a limited (casual) appointment attains 2080 hours of qualifying service within a 12-month period, without a break in service of at least 120 consecutive calendar days, the incumbent shall convert to career status of at least 50% time upon reaching the 2080 hour threshold.
  - a. Qualifying service includes all time on pay status in one or more limited (casual) appointments. Pay status shall not include on-call or overtime hours.
  - b. Such conversion to career status shall be effective on the first day of the month following attainment of 2080 hours of qualifying service.
  - c. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 2080 hours of qualifying service.
  - d. Employees who have been converted to career appointments shall serve a probationary period in accordance with the provisions of Article 6, Probationary Period.
4. Conditions for Non-conversion to Career Status. Conversion to career status, as provided in Section 3 above, shall not occur when:
  - a. The employee is hired as replacement for another person who is on an extended leave; or,
  - b. The position into which the employee is hired is not an “ongoing” position, in that the position is established and funded for less than a year at any percent of time; or,
  - c. The funding for the position is “one time” funding of 18 months or less; or,
  - d. The employee was hired specifically to work on a short-term project lasting no more than one (1) year.

5. Termination of Limited (Casual) Employees. Employees in limited (casual) appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to Article 25, Arbitration Procedure, of this Agreement.

**C. Disputes**

A dispute for a Limited (Casual) employee except for those limited (casual) employees who have been converted or should have been converted to career employees under Section B3 above, shall be processed under the grievance procedure, but not the arbitration procedure.

## **ARTICLE 6 - PROBATIONARY PERIOD**

- A.** All new 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.** Limited (casual) employees who have served six (6) continuous months at fifty percent (50%) time or more in the same class, in the same shop and under the same supervisor as the career position for which they are hired, shall not serve a probationary period unless they are informed in writing by management to the contrary.
- C.** A limited (casual) employee rehired into a career position of the same classification, in the same shop, within thirty days of his/her break in service shall not serve a probationary period unless informed in writing by management.
- D.** Prior to the completion of the probationary period, the University will make a good faith effort to evaluate the employee's performance. However, a probationary employee may be released at the discretion of the University provided the employee is not being released in violation of Article 4, Nondiscrimination in Employment. Other than probationary releases alleged to be based on discriminatory grounds, disputes arising from this Article are not subject to the Grievance or Arbitration Procedure of this Agreement.

## **ARTICLE 7 - PERFORMANCE EVALUATION**

- A. 1.** The performance of each employee shall be evaluated periodically for the purpose of assessing and evaluating an individual's work performance and for providing guidance and assistance relative to the employee's work performance, in accordance with a process established by the University. If an employee does not receive an evaluation of performance and it has been at least a year since the last evaluation has been done, the employee shall be deemed to have performed satisfactorily. A performance evaluation does not constitute discipline nor corrective action.
- 2. 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.
- 3. An employee shall receive a copy of the signed performance evaluation, including the employee's rebuttal, if any.
- B.** If an employee does not receive an evaluation of performance and it has been at least a year since his/her last evaluation was completed, he/she may make a written request to his/her immediate supervisor that an evaluation be done. Upon request, a performance evaluation shall be provided no later than sixty (60) calendar days.
- C.** The University may counsel a bargaining unit employee concerning his/her performance, including but not limited to attendance and related performance issues. Such counseling shall not constitute discipline or corrective action.
- D.** Disputes concerning alleged violations of Section B above shall be subject to the Grievance and Arbitration Procedures of this Agreement; however, all other disputes arising from this Article may be reviewed under the Grievance Procedure only of this Agreement.

## **ARTICLE 8 - PERSONNEL FILES**

### **A. GENERAL PROVISIONS**

1. Personnel files will be located in an employee's employing department. It is understood that there shall only be one (1) Official personnel file for each employee. A list of the offices where personnel files can be reviewed will be attached to this Agreement as Appendix C. If the University modifies said list, a copy of said modification shall be provided to the Union within a reasonable period of time.
2. Upon request, an employee and/or his/her representative shall be able to review his/her personnel file within a reasonable period of time in the presence of a representative of the University.

### **B. REQUEST FOR INSPECTION**

Where the University determines that operational requirements permit, an employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review his/her personnel file(s). When granting such requests, the University shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity. Alternatively, an individual may provide the University with a written authorization allowing a designated SETC representative to receive a copy of the employee's personnel file(s) or identified portions thereof. Such written authorization shall be valid for a period of twenty (20) calendar days from the date thereof.

### **C. REBUTTAL STATEMENTS**

An employee may submit a rebuttal statement to material in his/her personnel file. Said rebuttal shall be attached to the material being rebutted and placed in the employee's personnel file.

### **D. GRIEVANCE FILES**

Records involving the processing of an employee's grievance such as the grievance form, step appeals and responses, and settlement documents will be kept in a file separate from the employee's personnel file.

### **E. PROTECTIONS FROM DISCLOSURE**

Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the employee and/or the employee's representative. Neither an employee nor his/her representative shall be entitled to review confidential pre-employment information.

## **F. FEES**

Fees may be charged for making copies of personnel file information or extracts thereof; however, there shall be no charge for the first copy of the individual employee's own records. When they are requested, copies will be provided within a reasonable period of time.

## **G. LETTERS IN FILE**

Prior to placing a letter of commendation or a derogatory letter in an employee's personnel file, the employee shall be provided with a copy of said letter.

## **H. COUNSELING MEMORANDA**

Counseling memoranda shall be destroyed two (2) years after the date of issuance if, during that time there has been no further counseling or disciplinary action taken against the employee for the same conduct and shall not be relied upon to issue further counseling or discipline for the same conduct.

## **I. CORRECTION OF FILE**

If, after inspection of his/her personnel file, an employee believes that any portion of the material contained therein is not accurate, the employee may make a written request to the appropriate University representative, to have the material corrected. The University shall notify the employee in writing of the correction or of its denial of said request.



## ARTICLE 9 - APPRENTICES

### A. Apprentices

1. The University and the Union have established joint apprenticeship programs for carpenters, electricians, elevator mechanics, operating engineers, and plumbers as well as standards for said classifications. The established standards are attached to this Agreement as Exhibit D. The University agrees to meet with the Union to discuss any proposed revisions the Union may choose to make to said standards.
2. The University and the Union may jointly establish new apprenticeship programs, including a program for signmakers, locksmiths, masons, painters, and sheetmetal workers, which will involve coordinated work experience and vocational education.
3. For existing programs and upon implementation of new programs, eight-person Joint Apprentice & Training Committees (JATCs) will be established to monitor the program. The JATCs may develop protocols and/or procedures regarding the activities of the committee, including, but not limited to the review of applicants recommended to the JATCs. The University shall have the responsibility for the selection of an individual to fill apprenticeship positions. To assist in making such selections, the University may, from time to time, seek the input of bargaining unit employees from the trade being recruited or from bargaining unit employees who participate on Interview Panels, if any. JATCs consisting of four (4) persons appointed by the University and three (3) craft employees, at least one of which will be from the affected craft and one (1) SETC Officer, appointed by the Union, shall be created for each craft with an established apprenticeship program. Said JATCs shall monitor the Apprenticeship Programs. The size and structure of each said JATC may be modified by mutual agreement.
4. Article 7, Performance Evaluation, shall have no application to apprentice employees.
5. The parties agree that the words "work schedule(s)" wherever they appear in Article 12, Hours of Work, shall not include scheduled courses of related supplemental instruction except for any course of instruction which is given on a job site during work time.
6. The parties agree that "overtime" as defined in Article 14, Overtime, shall not include time spent by apprentices in connection with any course of related or supplemental instruction except for any course of instruction given on a job site during work time.
7. The University shall retain its right to discipline apprentice employees, up to and including termination, when it determines, in its sole discretion, that a violation of this Contract or other University rules and regulations has occurred. Apprentices shall have access to the Grievance Procedure of the Agreement, Article 26, but shall not have access to the Arbitration Procedure, Article 27. Grievances that remain unresolved at Step 2 of the Grievance Procedure shall be forwarded to the appropriate JATC. If a majority of the JATC cannot reach a decision, the grievance shall be submitted to the Director of Labor Relations for a final decision.

**B. Apprentice Wage Structure**

The University will pay apprentice employees the following percentages of their respective journey-level wage rates:

first six months .....	sixty percent (60%)
second six months .....	sixty-five percent (65%)
third six months .....	seventy percent (70%)
fourth six months .....	seventy-five percent (75%)
fifth six months .....	eighty percent (80%)
sixth six months.....	eighty-five percent (85%)
seventh six months .....	ninety percent (90%)
eighth six months .....	ninety-five percent (95%)

Upon successful completion of an apprenticeship program, an apprentice employee shall become a journey-level employee and receive the respective journey-level rate of pay.

**C. General Provisions**

1. Time spent in classroom training shall not be considered to be hours worked and shall not be compensated by the University.
2. The University and SETC agree to share, in equal parts, the costs associated with tuition, books, or other training for established apprenticeship programs.
3. Selection of apprentices shall be in accordance with Article 11 - Promotion and Transfer, Sections A & B, however the remaining sections of Article 11 shall not be applicable to apprentice employees. Apprentices shall be required to sign an apprenticeship agreement and shall be subject to applicable apprenticeship standards.

## **ARTICLE 10 - TRAINING AND DEVELOPMENT**

### **A. General**

The University may permit employees to attend career-related or position related development programs. In each case payment of fees, duration of released time and status of released time as time on pay or non-pay status is at the discretion of the University.

### **B. Required Training**

When the University requires attendance at an educational or training program, the University will pay the fees and related costs. Education or training, which is suggested or recommended, but not required, is not "required" within the meaning of this Article. Education or training for the acquisition or maintenance of a license that is required as a condition of employment shall not qualify as "required" within the meaning of this Article, except as provided by Article 15.

### **C. Fee Reduction**

Non-probationary employees in career positions who are residents of the State of California and who are admitted to the University are eligible for a two-thirds reduction of both the University registration fee and the University educational fee per quarter or semester, for up to nine units or three regular session University courses, per quarter or semester, whichever is greater.

### **D. Incidental Services**

An employee so registered shall not be eligible for the services or facilities of counseling centers, gymnasias, or student health services incidental to such reduced-fee registration. The University agrees that bargaining unit employees may use University facilities to the same extent as other University staff employees.

### **E. Other Programs**

Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.

### **F. Approval**

Participation in educational or training programs during scheduled work hours must be approved by the University in advance.

### **G. Leaves For Training**

If an employee requests leave for training, the University shall consider the request in accordance with Article 23, Leaves of Absence Without Pay, of this Agreement.

### **H. Disputes**

Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article 26, but shall not be subject to the Arbitration Procedure of the Agreement, Article 27.

## **ARTICLE 11 - PROMOTION AND TRANSFER**

### **A. Posting**

Whenever it is determined by the University that a vacancy in a career position is to be filled, a position available notice, which includes the requirements for the position, shall be posted on the University electronic website at [www.chr.ucla.edu](http://www.chr.ucla.edu) for a minimum of two weeks unless otherwise agreed to by the parties. In addition, said position available notice shall be posted on unit bulletin boards by the University at locations described in Appendix E for openings in those locations only for at least two (2) weeks, except as provided in Section C below or unless otherwise agreed between the parties. Any bargaining unit employee may, before the closing date stated in a notice, apply for a vacant position.

### **B. Selection**

1. The University shall have responsibility for the selection of an individual to fill a vacant position. To assist in making such selections, the University may, from time to time, seek the input of bargaining unit employees from the trade being recruited or bargaining unit employees who participate on Interview Panels, if any. Employees desiring to compete and be considered for promotional, transfer, or career opportunities must meet the minimum qualifications for the position. The candidate determined by management to be the best qualified for the vacant position shall be selected. In those cases where candidate qualifications are essentially equal and affirmative action goals have been met, special consideration will be given to bargaining unit applicants to allow for promotional, transfer, or career opportunities. Lateral transfers under this Article shall not result in a reduction in base rate of pay.
2. Selection of Apprentices shall be subject to the provisions of Article 9 of the Agreement.

### **C. Reassignment within Department**

Any bargaining unit employee desiring a lateral reassignment to another shift, days off, or location within his/her department shall request such reassignment in writing directed to his/her department's Personnel Officer. When a permanent vacancy is to be filled, reassignment shall be made from a list of such individuals, provided that an employee who has made such a request possesses the qualifications and skills to perform the job required for the vacant position, and has been employed in his/her current classification for at least twelve (12) months of qualifying service. No more than one such transfer shall be approved for a bargaining unit employee in a twelve (12)-month period. If more than one employee on the list meets the criteria stated above, the priority of selection will be determined by the date the request was received in the department's personnel office. If more than one request is received on the same date, the priority of selection shall be by seniority in class. The vacancy shall be posted pursuant to Section A above if no qualified employee is on the lateral reassignment list.

### **D. Eligibility for Promotion**

Any bargaining unit employee must be employed in his/her current classification for at least six (6) months of qualifying service before being eligible for consideration for promotion within the bargaining unit.

#### **E. Alternate Service Engineer/Service Engineer Selection**

The selection for Alternate Service Engineer and Service Engineer shall be in accordance with the procedures set forth in Appendix F. Alternate Service and Service Engineer results will be posted. Promotion to Service Engineer shall normally be made from the list of qualified Alternate Service Engineers provided that a qualified employee on the list applies within the posting period. If the position is to be filled from outside the unit, the Union will be notified prior to the University making the final job offer.

#### **F. Temporary Promotions**

Temporary promotions will not exceed 180 days unless the position has been posted in the shop where the promotion is available for a minimum of three (3) days. Where such temporary position has been posted as described herein, the period of the promotion will not exceed twelve (12) months unless an extension is mutually agreed to by the Union and Management. Reasons for extensions may include major project work, one-time funding, and disability coverage.

#### **G. Inter-campus Transfers**

Bargaining unit employees who transfer to another UC campus are deemed to be continuing their employment with the University of California. Upon request from a transferring employee or another UC campus, UCLA will provide assistance with the transfer of accrued vacation, sick leave and UCRP benefits if applicable, in accordance with University policies.

#### **H. Affirmative Action**

The specific provisions of this Article notwithstanding, the University and the Union agree to comply with legally mandated affirmative action obligations.

#### **I. Disputes**

Disputes arising from this Article and Appendix F may only be reviewed through the Grievance Procedure, Article 26, of this Agreement.

## **ARTICLE 12 - HOURS OF WORK**

### **A. Work Shift, Work Week, Work Schedules**

1. The workweek for employees shall be from 12:00 a.m. Sunday morning to 11:59 p.m. the following Saturday.
2. Work Shift shall be defined as the normally assigned hours of work. The University will provide the Union with the current work shifts of bargaining unit employees upon ratification of this Agreement.
3. Work Week shall be defined as the normally assigned work shifts.
4. Work Schedule shall be defined as an employee's normally assigned days per week and the normally assigned work shift. The University will provide the Union with the current work schedules of bargaining unit employees upon ratification of this Agreement.
5. The standard work schedule for full-time employees shall be forty (40) hours per workweek, normally scheduled in shifts of eight (8) hours with each shift containing a thirty (30) minute unpaid meal period. A standard work schedule shall consist of five (5) consecutive workdays and two (2) consecutive days of rest exclusive of holidays, provided, however that those employees in continuous operation whose work schedules may be altered to accommodate regular rotation changes in shifts would be exempt for the period of rotation. The regular hours of work each day shall be consecutive. Hours of work will be considered consecutive if divided only by normal meal breaks or rest periods
6. An alternate work schedule shall consist of forty (40) hours per workweek, normally scheduled in shifts of ten (10) hours with each shift containing a thirty (30) minute unpaid meal period. An alternate work schedule shall consist of four (4) consecutive workdays and three (3) consecutive days of rest exclusive of holidays. The regular hours of work each day shall be consecutive. Hours of work will be considered consecutive if divided only by normal meal breaks or rest periods.

### **B. Meal Periods**

1. Employees shall receive a thirty (30) minute unpaid meal period at or near the midpoint of their shift except that employees working a straight eight-hour shift shall be permitted to take a meal period when conditions permit; such time shall be considered time worked for pay purposes.
2. Any employee who is required to forego a meal period or required to return to work during a meal period shall be paid for the meal period and the time shall be considered as time worked for overtime purposes.
3. 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.

### **C. Work Schedules: Shift Hours**

1. Work schedules for the period January 15 of one year through January 14 of the following year shall be posted on bulletin boards prior to the preceding December 1 and shall remain posted throughout the life of the schedule.

2. Bargaining unit employees are expected to be in uniform and safety shoes at the beginning of their shifts.
3. If the University requires an employee to change into or out of uniform, *including* protective clothing and equipment as defined in Article 30 B, at the work site, a maximum of ten minutes shall be allowed for this purpose after the beginning and prior to the end of the work shift. Employees not required to change into or out of uniform at the work site will not be granted uniform change time.
4. All shift rotations shall be scheduled so that each employee is guaranteed the same number of hours within the pay period that he/she would have received had there been no shift change.
5. The current shift hours shall continue for the term of this Agreement. However, management may establish, discontinue, or alter shift hours other than the established shift hours of 7:00 a.m.–3:30 p.m.
6. Management shall provide to the affected employees and the Union twenty-one (21) calendar days notice of its intent to create a new shift or work week. Upon timely request of the Union, the parties shall meet and attempt to reach agreement on proposed changes to shift hours for a standard work schedule; proposed shift hours for an alternate work schedule shall be subject to meet and confer.
7. An employee shall be notified of any change to an existing work week or shift at least fourteen (14) 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 a change in work week or shift is made without the requisite fourteen (14) calendar days notice, excluding changes to meet emergencies, an employee will be compensated at the overtime rate defined in Article 14 - Overtime, of this Agreement for all time worked on the new schedule or shift during the fourteen (14) calendar day notice period. This notification requirement does not apply to employees covered by Article 9 - Apprentices. Work schedule changes shall not be made for disciplinary purposes.
8. If an employee reports to work as scheduled and is not notified that his/her work schedule has been changed, he/she shall be paid for four (4) hours at the overtime rate.

#### **D. Rest Periods**

Rest periods not to exceed fifteen (15) minutes may be granted to employees no more than twice in an eight (8) or ten (10) hour shift. Where the University currently combines the second break with the lunch period, that practice shall continue. Rest periods not granted, or granted and not used, shall not be accumulated. Rest periods shall be granted unless operational necessity requires that they be denied, but if denied shall be granted as soon as practicable thereafter.

## **E. Clean-up Period**

A clean up period shall be deemed University, not personal, time. Each employee may be permitted an appropriate length of time for a clean-up period at the end of each work shift, as necessary.

## **F. Call-Back Time**

1. Call-back refers only to those instances when an employee is ordered back to work without prior notice after completing a shift and leaving the premises or those instances when prior notice is given but the work begins at least three (3) hours after the completion of the regular work schedule.
2. An employee who is called back shall receive credit for a minimum of four (4) hours of work time.
3. Call-back shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.

## **G. On-Call**

1. On-call is time during which an employee is not required to be at the work location but is expected to be available for return to work. An employee placed on-call shall, except as provided in paragraph 2 below, be compensated at twenty percent (20%) of his/her base rate for each hour on-call. An employee who is called to work shall receive credit for a minimum of four (4) hours of overtime at the rate of one and one-half (1 1/2) times the regular hourly rate.
2. The on-call rate will be the federal minimum wage when management requires the employee to meet all of the following conditions: 1) to be reachable by telephone or beeper; 2) to remain within a forty-five (45) minute response time of UCLA; and 3) to refrain from activities which might impair his or her ability to perform assigned duties. An employee who is called to work shall receive credit for a minimum of three (3) hours of overtime at the rate of one and one-half (1-1/2) times the regular hourly rate.
3. Employees may volunteer to work on-call assignments and qualified volunteers will be assigned first. In the absence of sufficient, qualified volunteers, the University shall make on-call assignments and shall attempt to allocate on-call assignments equitably among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of on-call work under this provision, management may consider special skills to perform particular work.

## **H. Trading of Shifts**

An employee may request in writing to trade shifts with another employee. Upon receipt of such written request, a supervisor, at his/her discretion, may approve the request. No penalty payment will be made for shifts traded at the request of the employee.

## **I. Temporary Work Location**

If an employee is temporarily assigned to work at a location other than in his/her regularly assigned section or geographical area, he/she shall report to the new work location unless otherwise directed by the University.



## **ARTICLE 13 - UNIFORMS, TOOLS, AND EQUIPMENT**

### **A. Uniforms**

Uniforms are attire, excluding shoes, which are worn for the purpose of ready visual identification of personnel. The University shall have the sole discretion to determine who shall wear a uniform and the conditions under which it must be worn. The University shall continue to provide uniforms to employees covered by this Agreement where it currently provides such attire. If uniforms are required, the University shall provide and maintain clothing for each employee in accordance with current departmental practice. Bargaining unit employees who are not regularly assigned to the UCLA Health System but who may be assigned to work at those locations from time to time will not be required to wear the uniforms provided by the UCLA Health System. If a department decides to change current departmental practice during the life of this Agreement or any extension thereof, the University will notify the Union and the parties agree to meet and confer on the subject of uniforms. Uniforms will comply with OSHA regulations where appropriate. Where current uniforms may not comply with OSHA regulations, the parties agree to a transition period allowing the University to phase out the non-compliant uniforms.

### **B. Laundering**

If laundering is the responsibility of each such employee, the employee will be reimbursed \$40.00 quarterly for such costs.

### **C. Tools**

The University shall provide to each bargaining unit employee the tools and equipment required to perform his/her assigned duties and shall maintain check- lists of the tools and equipment so provided. Broken tools and equipment shall be returned to the employee's supervisor and the University will provide the employee with replacement tools, as appropriate, within a reasonable period of time. The University may require an employee to reimburse the University for any tools and equipment lost while such are assigned to/provided to that employee and at the time of his/her separation from employment.

## ARTICLE 14 - OVERTIME

### A. Management Authority and Responsibility

1. Nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work. Overtime shall be defined as hours worked in excess of eight (8) hours. Bargaining unit employees shall be entitled to overtime compensation for all hours of work in excess of eight (8) hours worked in a day and that CTO, sick leave, vacation leave, holidays, jury or witness duty taken prior to said eight (8) hours of work shall not circumvent that entitlement.
2. 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 overtime must be worked or that the employee(s) must work beyond his/her regularly assigned shift. An employee may decline such assignments under special circumstances and a supervisor shall make a sincere effort to relieve an employee working overtime whenever said employee so requests. 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 until relief is available.

### B. Distribution of Overtime

1. The University shall attempt to assign overtime work equitably among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, management may consider special skills required to perform particular work.
2. At each organizational unit work location, the University will post the previous twelve (12) months of overtime distribution. Employees who are offered overtime and who decline it will have the overtime recorded as if it had been worked. All employees at the organizational unit work location will be listed as eligible for overtime.

### C. Overtime Rate and Method of Compensation

1. For all employees in the bargaining unit who work a standard work schedule, all hours worked in excess of eight (8) hours in a day shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate.

For all employees in the bargaining unit, compensation shall be at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours worked on the employee's regular scheduled day(s) off.

Any scheduled overtime which is not contiguous to an employee's normal schedule, shall be a minimum of four (4) hours and shall be paid at one and one-half (1-1/2) the regular hourly rate.

2. For purposes of calculating the overtime rate for hours worked as mentioned in C. 1. above, the regular hourly rate shall include: the employee's, base rate, shift differential, on-call, hazardous duty pay.

When an employee is employed at more than one base rate, overtime earned at the time and one-half rate shall be calculated based on the base rate in effect when the overtime is earned.

3. Notwithstanding Section C.1. above, overtime compensation earned at the time and one-half rate may be accrued as compensatory time at the employee's option provided that no more than one hundred twenty (120) hours of compensatory time may be accrued in any calendar year. Employees may request to receive payment of hours in his/her compensatory time bank on the first pay date in June and the first pay date in December of each year. A maximum of one hundred twenty (120) hours of compensatory time may be carried over into the next calendar year. The total amount of compensatory time carried over shall be credited to the maximum one-hundred twenty (120) hours compensatory time accrual for that year. (For example, an employee who chooses to carry over eighty (80) hours into the following calendar year shall only be allowed to accrue a maximum forty (40) hours in the new calendar year.)
4. An employee shall request use of compensatory time off a minimum of four (4) work days in advance of the desired time off, except in an emergency. The supervisor will not unreasonably deny the use of compensatory time. The supervisor's approval of the use of compensatory time will be subject to the operational needs of the University.
5. Upon separation from employment, an employee shall be paid any banked compensatory time earned at the premium rate at the then current rate of pay or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.
6. Overtime shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

#### **D. Overtime Meal Allowance**

When an employee is required to extend his/her regularly assigned shift more than three (3) hours, and that period extends past the employee's regular meal time, he/she shall be paid an overtime meal allowance of eight dollars (\$8.00). A person who is scheduled to work planned overtime is not entitled to be paid for a meal, even though this overtime requires him/her to work past a regular meal time.

#### **E. Time off Between Shifts**

In the event an employee is required to change his/her shift and this change results in less than twelve (12) hours between shifts, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked within the twelve (12) hours between the old and new assigned shift.

## **ARTICLE 15 - PAY DIFFERENTIALS**

### **A. Shift Differential**

1. An employee who works an established swing shift shall receive one dollar and forty cents (\$1.40) per hour in addition to his/her regular hourly rate of pay. A swing shift is defined as a shift where at least four (4) of the regularly scheduled hours fall between 3:00 p.m. and 11:00 p.m.
2. An employee who works an established graveyard shift shall receive Two Dollars (\$2.00) per hour in addition to his/her regular hourly rate of pay. A graveyard shift is defined as a shift where at least four (4) of the regularly scheduled hours fall between 11:00 p.m. and 7:00 a.m.
3. An employee who is scheduled to work a variable work week shall receive the night shift differential specified above for each day worked in that week. A variable work week is one in which an employee works various shifts within that week.

### **B. Hazardous Duty Differential**

1. The University agrees to pay One Dollar (\$1.00) per hour pay differential for actual hours spent spray painting in the paint booth, trench work that requires shoring, elevated and swing stage work as defined hereafter. Elevated work is work performed more than twelve (12) feet above grade on non-stationary platforms, ladders, scaffolds, or other motorized or manually operated equipment.
2. The University agrees to pay One dollar (\$1.00) per hour pay differential for actual hours spent in asbestos, lead, mercury and mold abatement.

### **C. High Voltage Electrical Duty Differential**

The University agrees to pay One Dollar (\$1.00) per hour pay differential for actual hours spent performing high voltage electrical work as defined hereafter. High voltage electrical work is performed when electricians are working on utility distribution systems (energizing, de-energizing, switching and splicing) where the voltage exceeds 600 VAC or 1,500 VDC according to UCLA's approved "Energized Electrical Work Permit" and Policy Statement.

## ARTICLE 16 - HOLIDAYS

### A. Eligibility For Holiday Pay

1. Full-time employees in career positions shall be eligible for holiday pay in accordance with the following conditions:
  - a. An employee shall receive holiday pay if on pay status on his/her last scheduled work day before the holiday and on the first scheduled work day following the holiday.
  - b. A new or rehired employee shall receive pay for any holiday immediately preceding his/her first day of work provided the holiday is the first working day(s) of the month.
  - c. A continuing 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.
  - d. A terminating employee shall receive pay for any holiday immediately following his/her last day of work provided the holiday is the last working day(s) of the month.
2. A full-time employee in a limited (casual) position and any part-time employee shall receive proportionate holiday pay up to a maximum of eight (8) hours per holiday based on hours on pay status, excluding holiday hours, over one-half (1/2) of the full-time working hours of the month or quadri-weekly cycle. 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.
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.

### B. Holidays Observed

The following days shall be granted as holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Cesar Chavez Day (observed on the last Friday in March)  
Memorial Day  
Independence Day  
Labor 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. Holidays 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 President of the University.

### **D. 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 one and one-half (1-1/2) times his/her regular hourly rate of pay. Such employee(s) shall also receive eight (8) hours holiday pay at his/her base rate of pay plus any shift differential.

### **E. 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 shall receive eight (8) hours holiday pay at his/her base rate of pay plus any shift differential.

### **F. 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 compensatory time, if any, or is without pay.

## **ARTICLE 17 - VACATION**

### **A. Definitions**

For purposes of this Article, a vacation accrual period is defined as one calendar month for those employees who are paid monthly or one quadri-weekly cycle (i.e., two bi-weekly pay periods) for those employees who are paid bi-weekly.

### **B. Eligibility to Earn Vacation**

An employee who is appointed at fifty percent (50%) time or more of full time for a period of six (6) months or more is eligible to earn vacation from the date of his/her 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 on pay status at fifty percent (50%) time or more of full time.

### **C. Qualifying Service to Determine Vacation Credit Earning Rates**

Qualifying service to determine the rate of vacation credit shall be calculated as follows:

1. A month of service 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.

### **D. Vacation Credit Earning Rates**

Vacation credit shall be earned by an eligible employee beginning the first of the month during which the required qualifying service is completed, at the following rates:

1. At the rate of .057692 hours per hour for an employee who has rendered less than ten (10) years of qualifying service;
2. At the rate of .069231 hours per hour for an employee who has rendered at least ten (10) but less than fifteen (15) years of qualifying service;
3. At the rate of .080769 hours per hour for an employee who has rendered at least fifteen (15) but less than twenty (20) years of qualifying service; and,
4. At the rate of .092308 hours per hour for an employee who has rendered twenty (20) years or more of qualifying service.

- E.** Vacation credit for eligible employees is earned 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 earn vacation credit for that vacation accrual period.

#### **F. 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 month shall be credited at the end of the month, 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 month during which he/she is on pay status at least one-half the working hours of the month.
4. Vacation credit shall not accrue for time on pay status in excess of the full-time working hours in a month.
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, except as provided in Section H. 3 below. 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.

#### **G. Waiting Period to Take Vacation**

1. An employee who earns vacation from the date of his/her appointment shall not use such vacation until completing six (6) continuous months on pay status at fifty percent (50%) time or more.
2. An eligible employee who was employed from the State of California following completion of six (6) months of State service at one-half time or more shall not serve another waiting period if the change did not involve a break in employment of more than fifteen (15) calendar days.
3. An eligible reemployed individual who previously completed the required waiting period may use vacation credit without serving another waiting period, provided the break in service was less than six (6) months.

#### **H. Scheduling of Vacation**

Vacation leave shall be scheduled subject to the operational requirements of the University and in accordance with the following:

1. An employee may request that an absence for illness, disability, or personal reasons (for example, special or religious holidays) be charged to vacation. Such request shall not be unreasonably denied, however, vacation credit shall not be used prior to the time it is accrued.



2. Vacation schedules shall be established in each shop or work location on the basis of seniority in an employee's classification and vacation schedules shall be posted in each shop or work location. An employee may split his/her vacation requests, but preference according to seniority shall only apply to an employee's first such request. Vacation requests will be submitted during the month of March for vacations to be taken between April 1 of the same year and March 30 of the following year. Requests submitted after March 30, will be approved on a "first-come, first-served" basis. Exceptions to this procedure may be granted to accommodate an employee who wants to make long-term vacation plans.
3. 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 sixty (60) calendar days and thirty (30) calendar days before reaching the maximum vacation credit which he/she can accumulate. If an employee cannot schedule vacation due to operational considerations that employee shall have, on a one-time basis, an additional four (4) months within which he/she must take vacation to bring his/her accruals below the maximum. Vacation credits shall continue to accrue during this four (4) month period.
4. Occasional unscheduled vacation days may be granted subject to the operational requirements of the University, provided that they are requested at least four (4) work days in advance.
5. Personal emergency vacation days may be granted at the discretion of supervision. The request for such emergency 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 emergency may be required and, if required, must be submitted to the designated University manager prior to vacation payment authorization.
6. Except as provided in Section I.2 below, an employee shall not be paid vacation for the same period that he/she is working and on pay status in the employee's present position, or any other position paid by University funds.
7. Management shall approve or disapprove an employee's vacation request within ten (10) calendar days of the date on which the request was made. When management approves an employee's vacation request, said approval will not be rescinded absent a compelling business reason.

#### **I. Transfer of Vacation**

1. 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 can transfer credit shall have vacation credit transferred.
2. An employee who is transferred, promoted, or demoted to another University position in which the employee will not be eligible to accrue vacation credit, cannot transfer vacation credit, or who is transferred to or from Department of Energy contracts shall be paid for accrued vacation.

## **J. 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.

## **ARTICLE 18 - SICK LEAVE**

- A.** 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, injury or disability. Sick leave is also provided for medical, dental and/or appointments for examinations or treatment by a licensed practitioner and, on a limited basis, in the event of death or illness of a family member.

### **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 quadri-weekly (i.e., two bi-weekly pay periods) for those employees who are paid bi-weekly.

### **C. 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.

### **D. Accrual**

Sick leave accrues each sick leave accrual period based on the percent of time or number of hours on pay status during that accrual period. Sick leave accrues at the rate of .046154 hours per hour for full-time employment.

1. 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.
2. Sick leave shall not accrue for time on pay status in excess of forty (40) hours in any workweek.
3. There is no maximum on the amount of sick leave that may be accrued.
4. 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 sick leave accrual period.

### **E. Use Of Sick Leave**

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

1. An employee shall not use sick leave prior to the time it is accrued.

2. Sick leave, which shall be reported and available for use, will be the full accrual rounded down to the nearest quarter hour. The balance not available for use shall be retained in the employee's sick leave accrual account.
3. An employee shall not use accrued sick leave beyond a predetermined date of separation, including retirement or layoff, or any leave without pay.
4. Proof of illness or disability may be required from an employee when a pattern of abuse is apparent to the supervisor and after review with management.
5. The use of accrued sick leave is allowed for pregnancy-related illnesses or disabilities as in the case of other illnesses, but not beyond a predetermined date of separation or leave without pay.
6. In addition to use of sick leave as stated in paragraph 5 above, a pregnant employee on approved leave without pay on the date of confinement is entitled to use accrued sick leave beginning on the date of confinement and continuing through the period that she is physically unable to perform the normal duties of her job.
7. An employee shall be permitted to use not more than thirty (30) days of accrued sick leave in any calendar year when required to be in attendance or to provide care because of the serious illness of the employee's mother, father, husband, wife, son, daughter, brother or sister; or of any other related person who is residing in the employee's household.
8. 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.
9. An employee shall be permitted to use not more than five (5) days of accrued sick leave when that employee's attendance is required due to the death of the employee's mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, or grandparents; or of any other related person who resided in the employee's household. If the employee needs additional time, based on a personal obligation, the employee may request vacation time and, subject to operational needs, that vacation time will not be unreasonably denied. Management may, at its discretion, request documentation regarding the need for the additional time.
10. 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 present 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 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 in which sick leave cannot be transferred shall not have accrued sick leave transferred. However, if the employee later transfers to a position in which sick leave accrues, 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 accrued 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 2 and 3 above.
5. An employee who has been laid off and who is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all accrued sick leave from prior service reinstated.

**G. Conversion of Sick Leave Upon Retirement**

Upon retirement, members of the University of California Retirement System shall have their accumulated sick leave converted to retirement service credit at the rate authorized by the University of California Retirement System for each day of unused accrued sick leave.

## **ARTICLE 19 - 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. In order to be treated by their own doctors, employees must file a written "Designation of Treating Physician" with their department prior to any illness or injury occurring.

### **B. Use of Accrued Sick Leave and Vacation**

1. 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.
2. 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.
3. 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.
4. An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in Sections B 1. through 3. 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.

### **C. Extended Sick Leave**

1. An employee who remains disabled and who continues to receive 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. Extended sick leave constitutes an advance against permanent disability payments.
2. An eligible employee who does not have sufficient accrued sick leave to cover the three (3) 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.
4. 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 are 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.

#### **D. 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. Such accrued sick leave shall only be credited to the employee upon return to work. Vacation leave accrued while the employee was receiving temporary disability payments shall be credited to the employee if the employee returns to work. If an employee separates without returning to work, payment shall be made for the accrued vacation credit.

#### **E. Family and Medical Leave**

An employee who is receiving supplemental leave (sick leave and/or vacation) and/or extended sick leave as described in Sections B. and C. above, shall have that time counted towards the 12-workweek entitlement to family and medical leave, provided that the employee is entitled to leave pursuant to Article 23 - Leaves of Absence without Pay.

#### **F. Right to Representation**

While on medical leave, an employee has a right to union representation in accordance with the provisions of this Agreement.

#### **G. 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 20 - MEDICAL SEPARATION

A. Employees who become unable to perform the essential, assigned functions fully, due to disability or medical conditions, may be separated.

1. Employees separated under this Article who had attained regular status are eligible for special reemployment procedures.
2. The University shall pay the costs of any medical examinations required by the University.

### B. Basis for Separation

1. A medical separation shall be based at least on a UCLA statement describing the essential functions the employee is unable to perform satisfactorily; and
2. Any pertinent information, including medical information provided by the employee's or UCLA's health care practitioner.
3. A medical separation may also be based on the employee's receipt of disability payments from a retirement system to which the University contributes.
4. An employee shall not be separated under this Article while he/she has accrued sick leave or while the employee is on extended sick leave.

### C. Notices

1. **Notice of Intent.** Advance written notice of the intention to medically separate the employee shall be given. The notice shall:
  - a. State the reason(s) for the medical separation;
  - b. Include a copy of any pertinent materials, including medical information provided by the employee's or the University's health care practitioner;
  - c. State the essential functions which the employee is unable to perform satisfactorily; and,
  - d. State that the employee has the right to respond in person or through a representative within fourteen (14) calendar days from the date of the notice. Such response may be oral or in writing.
2. **Notice of Separation.** After review of the employee's timely response, if any, the University shall notify the employee of its determination and the date of the separation. The notice of separation shall state the employee's right to appeal pursuant to the Grievance Procedure (Article 26) and the Arbitration Procedure (Article 27).



#### **D. Special Reemployment Procedures**

For a period of one (1) year following the date of a medical separation, a former regular status employee may be selected for a position within the bargaining unit without the requirement that the position be posted. However, if the former 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. During such periods an employee shall be given assistance in accordance with Article 21 - Reasonable Accommodation.

#### **E. Service upon Reemployment**

If a non-probationary career employee separated under this Article is reemployed within the allowed period, a break in service shall not be deemed to have occurred.

## **ARTICLE 21 - REASONABLE ACCOMMODATION**

- A.** Subject to applicable State and Federal Law, the University will provide reasonable accommodation to qualified employees who become disabled when such disabilities limit the essential functions of their positions. The University shall engage in the interactive process and shall offer special selection procedures, subject to defenses available under applicable law.
1. 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 positions for which the employee may apply and is otherwise qualified.
  2. 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. The University shall pay the cost of a University-appointed physician.

### **B. Trial Employment**

When recommended by the vocational rehabilitation counselor and approved by the appropriate University official, a qualified employee or non-probationary former employee with a disability may be offered temporary trial employment in a position within the unit to evaluate the employee's interests and abilities. The length of this trial employment shall not exceed one (1) year. Positions used for trial employment shall be designated as casual.

### **C. Special Selection for Other Positions**

A regular status employee who becomes disabled and who has received vocational rehabilitation services may be selected for a position within the unit without the requirement that the position be posted when approved by the designated University official.

## **ARTICLE 22 - LEAVES OF ABSENCE WITH PAY**

### **A. Jury Duty/Grand Jury Duty**

1. A full-time career 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 an employee is responsible to the court for daytime jury duty, the University will convert the employee's usual work shift to a regular five day, Monday through Friday, day shift.
3. During the time an employee is responsible to the court for night time jury duty, the University will convert the employee's usual work shift to a regular five day, Monday through Friday, evening shift. Such an employee will receive shift differential only for hours actually worked on the evening shift.

### **B. Witness Leave**

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 spent at the proceedings and in related travel which occur 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.

### **C. Blood Donations**

An employee may be granted leave with pay during his/her regularly scheduled hours of work for time actually spent whilst donating blood for plateletpheresis at the UCLA Blood Donor Center. Such leave shall not exceed two (2) hours per donation. Scheduling of such leave must be arranged with and approved by the employee's immediate supervisor. Granting such leave is subject to operational requirements.

The employee's Department, upon receipt of a valid Certificate of Blood Donation, shall credit the donating employee in accordance with University policy.

If, during the term of this Agreement, the University implements any new provision(s) to its policy, including a provision for double blood donations, applicable to staff employees, such provision(s) will apply to employees covered by this Agreement.

### **D. Community Service Leave**

A non-probationary, career employee with satisfactory performance may be granted release time not to exceed twenty-four (24) hours per calendar year in order to provide volunteer services to University-sanctioned non-profit organizations engaged

in charitable or community service efforts. A written request to take community service leave shall be submitted to the employee's supervisor and release time must be approved in advance by the Department head or designee. Employees taking community service leave shall be required to provide proof of service upon returning from the leave. Said requests shall not be unreasonably denied.

## ARTICLE 23 – LEAVES OF ABSENCE WITHOUT PAY

In accordance with the provisions of this Article, a leave of absence without pay may be approved by the University.

### A. Requests for Leave

1. Except as provided under Family Care and Medical Leave Notification, requests for leaves of absence and extensions shall be submitted in writing to the University. 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 leaves of absence, including intermittent leave, shall contain the requested beginning date, end date and estimated duration of the leave and any additional information as required.
2. The duration, terms and the date of return shall be determined when the leave is granted. Except as provided elsewhere in this Article, the total leaves of absence taken in any combination shall not exceed six (6) months.
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.

### B. Benefit Eligibility While on Leave

1. Approved leave without pay shall not be considered a break in service.
2. If an employee is on approved leave without pay for more than fifty percent (50%) of the full-time working hours in a calendar month, sick leave and length of service do not accrue. Vacation leave accrues based on the number of hours on pay status.
3. An employee on an approved FMLA 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 twelve (12) workweeks in the leave year.
4. An employee on an approved non-FMLA leave without pay may elect to continue University-sponsored insurance coverage (as determined by plan documents) for the period of leave at the employee's expense.
5. An employee's request for leave without pay shall not be unreasonably denied if the employee has exhausted his/her vacation leave and compensatory time off.

### C. Types of Leave

#### Family Care and Medical Leave

Family Care Leave includes Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition.

1. **Eligibility.** Employees who have at least twelve (12) cumulative months of University service and at least 1,250 hours of actual hours worked during the twelve month period immediately preceding the commencement of the leave are eligible for and

shall be granted up to a total of twelve (12) workweeks of Family Medical Leave (FMLA) during the leave year. 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.

2. **Notice.** The employee shall give the University at least thirty (30) calendar days notice of the need for leave if the leave is foreseeable. The employee shall make reasonable efforts to schedule the medical procedure so as not to unduly disrupt University operations. An employee who fails to provide thirty (30) days notice with no reasonable basis for the delay, may have the leave delayed until thirty (30) days after the date on which the employee provided notice.

If the need for the leave is unforeseeable, or occurs prior to the anticipated date, the employee shall provide as much notice as practicable, but at least two business days of when the need for the leave became known to the employee.

3. **Certification.** For a leave for the employee's own serious health condition, the University may require that an employee provide written certification from the employee's health care provider. The certification shall include: a statement that the employee has a serious health condition, a statement regarding what functions of the employee's position the employee is unable to perform, the date the serious health condition commenced (if known), probable duration of the condition, whether it will be necessary for the employee to take intermittent leave or work on a reduced leave schedule, probable return date and any other information related to the employee's condition and the employee's need for leave.

For a leave for the employee to care for a family member the University may require that an employee provide written certification from the family member's health care provider. The certification shall include: a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care during the period of treatment or incapacity, the probable duration of the employee's need to provide care and whether the employee's family member will need care from the employee intermittently. In addition, the employee may be required to certify the care that he/she will provide to the family member.

If there is any question regarding the validity of the certification for the employee's own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a health care provider selected by the University. If the second opinion differs from the first opinion, the University may require a third medical opinion from a health care provider jointly agreed to by the employee and the University. The University shall bear the cost of the second and third opinion(s).

If additional leave is requested or circumstances change, the University may require recertification.

Certifications or recertifications shall be returned to the University within fifteen (15) calendar days, if practicable. Failure to provide it within that time period may result in delay, discontinuance or denial of the leave until the certification/recertification is received. The University may, at its discretion, require an employee requesting family care leave or parental leave to provide documentation of the familial

relationship or proof of birth, placement for adoption or foster care. Failure to provide such documentation within fifteen (15) calendar days may result in delay, discontinuance or denial of the leave until the documentation is received.

4. **Use of Accrued Paid Leave.** Family Care and Medical Leave is unpaid, however, an employee on medical leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided in Article 19 - Work Incurred Injury or Illness. Employees not eligible for University disability benefits and not on leave due to a work incurred injury or illness shall use all accrued sick leave prior to taking leave without pay. If sick leave is exhausted, an employee may elect to use accrued vacation leave prior to taking leave without pay.

An employee on Family Care Leave for Family Illness may use sick leave in accordance with Article 18. E. 7, Sick Leave or an employee may elect to use accrued vacation leave prior to taking leave without pay.

An employee on Family Care Leave for Parental Leave may elect to use accrued vacation leave prior to taking leave without pay.

If an employee's vacation leave accrual is at maximum, the employee will be required to use at least ten percent (10%) of the vacation leave prior to taking leave without pay for any Family Care and Medical Leave.

5. **Duration.** Family Care and Medical Leave shall not exceed twelve (12) workweeks in any calendar year and the leave year shall commence on January 1 of each year. In the event the University policy and/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.

## **Parental Leave**

Parental Leave is a leave to care for the employee's newborn or a child placed with the employee for adoption or foster care and shall be initiated and concluded within one (1) year of the birth or placement of the child. The University will grant a parental leave subject to the limitations described below.

1. **Requests.** The employee shall request Parental Leave sufficiently in advance of the expected birth date or placement of the child to allow the University to plan for the absence of the employee. The anticipated return date shall be set at the time such leave commences.
2. **Duration.** Parental leave shall not exceed twelve (12) workweeks in the leave year. When parental leave is combined with a leave for pregnancy-related and/or pregnancy disability, the total Family Care/Parental Leave shall not exceed seven (7) months in a leave year.

## **Parental Leave For School Activities**

See Appendix K to this Agreement.

## **Pregnancy Disability Leave**

During the period of verified pregnancy-related disability and/or childbearing disability, an employee is entitled to and the University shall grant up to four (4) months of Pregnancy Disability Leave. If the employee is entitled to FMLA leave, such leave shall be deducted from an employee's FMLA leave entitlement.

If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a personal leave of absence may be granted in accordance with the provisions in this Article, for a total medical absence not to exceed six (6) months. Additionally, the employee may be eligible for Parental Leave, pursuant to this Article, to care for a newborn child. The total Family Care Leave when combined with Pregnancy Disability Leave shall not exceed seven (7) months in the leave year.

Pregnancy Disability Leave may consist of leave with or without pay, however, an employee shall be required to use accrued sick leave in accordance with the University's disability plan. If sick leave is exhausted, the employee may elect to use accrued vacation time prior to taking leave without pay.

When medically necessary and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or an intermittent basis.

## **Personal Leave**

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. Such leaves shall not normally exceed six (6) months and may be granted for reasons such as extended illness; need to provide care for members of the family; education which will directly increase job effectiveness; adoption of children; or in addition to leave for childbearing as provided in this Article. In special situations, temporary employment or to provide volunteer duty in times of natural disaster outside the University may be approved as a personal leave 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.

At the sole discretion of a department head, a personal leave may be extended up to twelve (12) months.

## **D. Reinstatement**

An employee granted a Family Care and Medical Leave shall be reinstated to the same or similar position in the same department upon expiration of the leave if the employee returns to work immediately following the twelve (12) workweeks of Family Care and Medical Leave. An employee granted Pregnancy Leave shall be reinstated to the same position in the same department upon expiration of the leave if the employee returns to work immediately following the up to four (4) months of Pregnancy Disability Leave. If the position 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.



An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under Personal Leave, shall be reinstated to the same or similar position in the same department upon expiration of the leave. An employee who has been granted a leave for his/her own serious health condition shall provide a medical release in order to return to work. Failure to provide the release may result in the delay or denial of reinstatement.

## **E. Definitions**

### **(For purposes of the Family Care and Medical Leave Section of this Article only)**

1. The leave year is the year in which the employee is eligible for up to 12 workweeks of leave.
2. The qualifying year is the 12-month period immediately preceding the date on which the employee requests to commence a leave and in which the employee must have worked 1,250 hours to be eligible for Family Care and Medical Leave.
3. Parental leave is leave to care for a newly born or newly adopted child or placement of a foster child.
4. Family illness leave is leave to care for the employee's child, parent or spouse with a serious health condition.
5. Medical leave is leave for the employee's own serious health condition that makes the employee unable to perform any of the essential assigned functions of the employee's position.
6. Child means a biological, adopted or foster child, a step child, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or an adult dependent child.
7. Parent means a biological, foster or adoptive parent, a stepparent, a legal guardian or an individual who stood *in loco parentis* to the employee when the employee was a child. Parent does not include the employee's grandparents, or mother-in-law or father-in-law.
8. Spouse means a partner in marriage.
9. Employee's serious health condition means an illness, injury, impairment, physical or mental condition that makes an employee unable to perform any of the essential assigned functions of his/her position and involves one of the following:
  - a. inpatient care in a hospital, hospice, or residential medical care facility, or
  - b. continuing treatment by a health care provider for a period of incapacity of more than three (3) consecutive calendar days, or any period of incapacity or treatment due to a chronic serious health condition, or any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
10. A serious health condition for the purpose of family illness is an illness, injury, impairment, physical or mental condition of the employee's child, parent, or spouse

which warrants the participation of the employee to provide supervision or care during the period of treatment or incapacity.

11. Health care provider means an individual who is licensed in California or is duly licensed in another state or jurisdiction in various medical disciplines as defined by law.

12. 1,250 hours of actual work does not include any paid time off.

## ARTICLE 24 - MILITARY LEAVE

### A. General Provisions

An employee is entitled to Reserve Training Leave for Inactive Duty, Temporary Military Leave for Active Duty Training, Extended Military Leave, Emergency National Guard Leave, Military Leave for Physical Examinations and Military Caregiver Leave (see: Appendix G) provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders.

### B. Eligibility for Pay and Benefits

1. **General Conditions and Eligibility.** An employee granted temporary military leave for active-duty training or extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of such leave in any one fiscal year, but not to exceed the actual period of service, provided:
  - a. The employee has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior military service shall be included in calculating this University service requirement); and
  - b. such payment for temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one fiscal year.
2. **Part-time Employee.** An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.
3. **Ineligible Employee.** An employee not eligible for military leave pay may have such absence charged to accrued vacation or the military leave may be without pay.
4. **Monthly/Weekly Drills.** Paid leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills.
5. **Service Credit and Benefits.** An employee on temporary military leave for active-duty training or extended military leave, who is not on pay status shall receive length-of-service credit provided that the employee returns to the University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 17 - Vacation, Article 18 - Sick Leave and Article 16 - Holidays. An employee on pay status shall receive regular benefits, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's group insurance regulations.

### **C. Temporary Military Leave for Active-Duty Training**

Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the United States Armed Forces is ordered to full-time active military duty for training for a period not to exceed one hundred eighty (180) days, including time spent traveling to and from such duty.

### **D. Extended Military Leave**

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 at any length or for active-duty training in excess of one-hundred eighty (180) days.

1. **Period of Leave.** 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 (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the employee requests such extension.
2. **Service Credit and Benefits.** An employee granted extended military leave shall receive a lump-sum payment for earned salary, and accrued vacation. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed one-hundred eighty (180) days. Vacation credits retained on the records in excess of one-hundred eighty (180) days 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 in the previous one-hundred eighty (180) day period.
3. **Sick Leave.** Sick leave credit shall be retained on the records.

### **E. Probationary Employee**

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.

1. If the probationary employee served in active military service for a period of more than thirty (30) days, he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
2. 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.

## **F. Emergency National Guard Leave**

Military 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 D.

1. **Eligibility for Pay.** An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (1) 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 temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.
2. **Service Credit and 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 service is over. Such employee shall accrued vacation and sick leave and receive holiday pay in accordance with Article 17 - Vacation, Article 18 - Sick Leave, and Article 16 - Holidays.

## **G. Physical Examination**

Military leave with pay shall be granted to an employee in accordance with Section 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.

1. Time off for other physical examinations in connection with military service may be charged to accrued sick leave or vacation or shall be without pay.
2. The University may require verification of an employee's military orders to report for a physical examination.

## **H. Reinstatement**

Following release from military service, an employee 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 applied for reinstatement. Upon reinstatement, an employee shall receive salary increases applicable to the employee's position during the military leave as provided by the Agreement.

## **I. Supplement to Military Pay**

The University's supplement to military pay policies and guidelines can be found at [http://atyourservice.ucop.edu/employees/policies\\_employee\\_labor\\_relations/military\\_pay\\_policies/index.html/](http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/military_pay_policies/index.html/).

## **ARTICLE 25 – DISCIPLINE AND DISMISSAL**

### **A. Right to Discipline and Dismissal**

The University shall have the right to discipline or discharge any non-probationary career employee for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.

### **B. Types of Discipline**

1. The University may discipline an employee by written warning, suspension without pay, demotion, or dismissal.
  - a. A dismissal is the termination of the employment of a non-probationary regular status employee initiated by the University for any of the reasons set forth in this article.
  - b. A demotion is the assignment of an employee from his or her current position to a position in a class having a lower salary maximum, or to a position at a lower rate of pay, when such assignment is made for disciplinary reasons.
2. At least one written warning shall precede any other corrective action except when corrective action is the result of performance or conduct that an employee knows or reasonably should have known, was unsatisfactory. Such performance or conduct may include but is not limited to dishonesty, theft, misappropriation of University property, fighting on the job, insubordination, acts endangering others, or other serious misconduct.
3. A counseling memorandum does not constitute discipline for the purposes of this Article.

### **C. Investigatory Interviews**

If an employee is asked to meet with the University during any investigatory interview that could result in the imposition of discipline on the employee, the employee shall be entitled, when he or she requests it, to have a representative present during such meeting. The right to representation shall not unduly delay the meeting.

### **D. 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 Union and the University mutually agree to extend the investigatory leave period.

If, upon conclusion of an investigation, neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the time on investigatory leave. Investigatory leave may exceed thirty (30) working days. 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.

## **E. Notice of Intent**

1. The University shall provide written notice of the intent to impose a disciplinary suspension without pay for more than five (5) working days, disciplinary demotion and/or dismissal. The written notice shall be given to the employee either by delivery of the notice to the employee in person or by placing the notice of intent in the United States Mail, certified with return receipt requested, addressed to the employee at the employee's address of record as defined in Article 3 - Definitions, Section B. The notice of intent shall be accompanied by "proof of service" indicating the date which the notice of intent was personally delivered or mailed, and this date shall constitute the "date of issuance" of the notice of intent. A certified copy of the notice shall be sent to SETC-United at its Main Office in Orange, California.
2. The notice of intent shall:
  - a. Inform the employee of the disciplinary action(s) intended, the reason(s) for such action(s), and the effective date of the action(s) and where the notice of intent shall be for dismissal following a period of investigatory leave, inform the employee of the University's intention that a maximum of thirty (30) working days shall be without pay;
  - b. Include illustrative materials relied upon to support the disciplinary action, if any;
  - c. Inform the employee of the right to respond, either in writing or orally at a meeting with the appropriate University officials, of the employee's right to representation at any such meeting, the person to whom any response must be directed, and the fact that such response must be received within fourteen (14) calendar days from the date the notice was issued.; and,
  - d. Notices of intent shall be issued no later than thirty (30) calendar days from the date(s) of the conclusion of all University investigations.

## **F. Response to Notice**

1. After review of an employee's timely response to a notice of intent, if any, the University shall notify the employee of any action(s) to be taken. Such action(s) may not constitute discipline more severe than that described in the notice of intent.
2. The holding of a Disciplinary Review Conference pursuant to Section F below will constitute the employee's response to the University's notice of intent.
3. Nothing in this Article shall be construed as preventing the University from imposing any discipline it deems less severe than that set forth in the notice of intent without issuing a new notice of intent.

## **G. Disciplinary Review Conference**

Within fourteen (14) calendar days of the date the notice of intent was issued, the Union may request a Disciplinary Review Conference. Such request shall be directed to the Campus Labor Relations Director's Office.

Within seven (7) calendar days of the request, Campus Labor Relations Director or designee shall convene a Disciplinary Review Conference. At the conference, the Union shall be entitled to give a response, orally or in writing, including any facts or arguments which the employee and/or the Union wishes to convey to the University before the University reaches a final decision on the action(s) to be taken.

Within five (5) calendar days after the conclusion of the conference, the University will notify the employee and the Union of any action(s) to be taken in accordance with Section D above.

Within twenty (20) calendar days of the receipt of the University's decision, the Union may file for arbitration in accordance with Article 27 - Arbitration Procedure.

If the Union utilizes the Disciplinary Review Conference, neither the Union nor the employee can utilize the grievance procedure.

No new known additional facts or arguments may be introduced by the parties in an arbitration hearing that have not been made known to the other party prior to the arbitration.

The time limits set forth in this section may be extended only by prior written mutual agreement of the Campus Labor Relations Director or designee and the Union Business Representative.

#### **H. Removal of Written Warnings**

A written warning shall be destroyed eighteen (18) months after the date of issuance if during that time there has been no further disciplinary action taken against the employee. A written warning cannot be used to support subsequent discipline if there has been no further disciplinary action within eighteen (18) months following the issuance of the written warning.

#### **I. Written Warnings**

Written warnings, unless used as a basis for subsequent disciplinary suspension or discharge, or unless the warning involves allegations of dishonesty, e.g., fraud or theft, or moral turpitude, e.g., violation of the University's Policy Against Sexual Harassment, are not subject to Arbitration.



## ARTICLE 26 - GRIEVANCE PROCEDURE

### A. Definition, Eligibility, Consolidation, and Representation

1. **Definition.** A grievance is a claim during the term of this Agreement that the University has violated a written provision(s) of this Agreement.
2. **Eligibility.** Except as otherwise provided in this Agreement, a grievance may be brought to the attention of the University through this procedure by an individual employee, a group of employees, or by the Union. A grievance may not be brought through this procedure by the University.
3. **Grievants Who Have Resigned**

Grievants who voluntarily resign their employment with the University, unless they retire, shall have their pending grievances immediately withdrawn and will not benefit by subsequent settlement or disposition of any individual, union, or group grievances. However, if the grievance is related to compensation negotiated in this Agreement, the grievance may be continued if it has been appealed to Step 2 before the date of resignation.
4. **Consolidation.** Grievances brought by, or related to, two (2) 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 upon mutual agreement of the University and the Union be consolidated for the purposes of this procedure; 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.
5. **Representation.** An employee shall have the right to be represented at all steps of the Grievance Procedure by a person or persons designated by SETC. Said representative shall not be a University employee who has been designated by the University as supervisory, managerial or confidential. If an employee is represented by the Union, only one SETC representative (i.e., a UCLA employee) and one SETC Officer shall participate in the Grievance Procedure.

### B. Procedure

1.
  - a. **Informal Review - Step 1.** 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 grievance is filed. Informal resolutions, although final, shall not be precedent setting. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.
  - b. Attempts at informal resolution do not extend time limits unless an extension is mutually agreed to in writing by the Campus Labor Relations Director or designee and the employee or his/her representative. The Union may file a formal grievance before the informal step is completed in order to meet the timelines set forth in Section B(2) below and said grievance shall be held in abeyance until the informal review is completed. The informal review must be completed within fifteen (15) days of the filing of the grievance.

2. **Department Review - Step 2.** A formal grievance must be filed in writing on a grievance form mutually agreed to by the parties. The Campus Labor Relations Office 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 may be filed by facsimile, certified mail, U.S. mail or email in the Campus Labor Relations Office and must be received by that office within the time periods referenced herein. Formal grievances filed by email must also be filed as a "hard", signed copy with the Campus Labor Relations Office within five (5) calendar days after the filing by email. 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(s);
  - c. How the grieving employee was adversely affected;
  - d. Name of the employee's representative, if any;
  - e. The date(s) of the occurrence of the alleged violation(s);
  - f. The date(s) the employee discussed the alleged violation(s) with his/her supervisor; and,
  - g. The remedy requested.

The department head or official designee shall review the grievance and shall meet with the employee(s) and his/her representative, to discuss the grievance when the grievance alleges violations of this Agreement which are not subject to arbitration. Within fourteen (14) calendar days after receipt of the grievance, a written response will be issued to the employee(s) 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.

When the grievance alleges violations of this Agreement which are subject to arbitration, the parties may mutually agree to waive Step 2 and proceed to Step 3 if the grievance is not resolved at Step 1.

3. **Campus Review - Step 3.** If the grievance is not resolved at Step 2, an appeal may be submitted in writing by the employee(s) or his/her representative to the Campus Labor Relations Office. The written appeal must be sent by certified mail and received by the Campus Labor Relations Office within (twenty (20) calendar days of the date on which the written response to Step 2 was issued or due.
- a. Within twenty (20) calendar days of the receipt of the Step 3 appeal, the Campus Labor Relations Director or designee shall schedule a meeting to discuss the grievance. During the meeting the employee(s) and/or his/her representative shall present all evidence and contentions relevant to the grievance. If the University

provides information to the Union during Step 1 or Step 2 above which was not previously known, or that could not have been ascertained by the Union with due diligence, at the time of the Step 3 meeting, the Union may amend the grievance to allege additional violations or include additional bargaining unit employees.

- b. The Campus Labor Relations Director or designee shall issue a written decision within twenty (20) calendar days following the last date of the Step 3 Review, unless the Union amends the grievance as described in Section 3(a) above, in which case, a written decision shall be issued within thirty (30) calendar days. The decision shall be sent to the employee(s) and his/her representative. A copy of the decision also shall be sent to the Union with a proof of service attached.
  - c. The Union may appeal the grievance to arbitration pursuant to the Arbitration Article within thirty (30) calendar days of the date on which the decision was received by the Union. The parties may agree, on a case-by-case basis, to attempt resolution of the grievance through mediation.
4. **Mediation.** In lieu of Step 3, the parties may mutually agree to proceed to mediation of the grievance for the purpose of compromising, settling or otherwise resolving the grievance as follows:
- a. Either party may request mediation at any time following Step 2 above but before Step 3 referenced above. If mediation is elected in lieu of Step 3, it shall take place no later than forty (40) days from the date of the filing of the grievance.
  - b. The parties agree to establish a panel of three mediators to serve in alphabetical rotation. Any mediator selected pursuant to this section shall not serve as arbitrator on the same grievance.
  - c. All costs of mediation shall be borne by both parties equally.
  - d. The parties may submit any joint stipulations or exhibits they agree upon to the mediator. Each party may also submit its own exhibits to the mediator and, if electing to do so, must submit those exhibits to the other party.
  - e. The parties may make opening statements during the mediation; the mediator will then assist the parties to achieve resolution.
  - f. If the parties are unable to reach agreement and/or resolution, the mediation shall terminate and the grievance may proceed to arbitration within thirty calendar days of the last date the parties met with the mediator.
  - g. a maximum of ten (10) non-cumulative hours paid release time per month will be granted for mediation-related activities.
5. **Waiver.** The Campus Labor Relations Director or designee and the Union Representative may mutually agree in writing to waive any and all steps of the Grievance Procedure. Such written agreement must be executed in advance of the expiration of the specific applicable time limits, i.e., no later than the last day of the applicable time limit.

6. **Time Limits.** Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits as set forth in Section B.4 above. Deadlines which fall on a University non-business day will automatically be extended to the next business day. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to, the grievance will be considered settled on the basis of the last University written response. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

7. **Pay Status.**

- a. Time spent by bargaining unit employees in preparation and investigation of grievances shall be on pay status as follows:
  1. a maximum of twenty (20) non-cumulative hours per month will be granted for such activities; and,
  2. a request for the release time described in subsection 6(a) above must be made to the employee's immediate supervisor at least twenty-four (24) hours in advance of the activity.
- b. Whenever the University and the Union convene a meeting to mutually resolve grievance(s) during the scheduled work time of an employee who is a grievant or a representative, upon advance request, reasonable release time shall be granted to the employee(s) involved. Employee time spent at these meetings shall be considered as time worked.
- c. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses at such meetings shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings. The University will make a good faith effort to alter the work hours for grievants and/or stewards who do not work the day shift. Said grievants and/or stewards shall not suffer a loss of regularly assigned shift pay when participating in the Grievance Procedure.

**C. Resolution**

Resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance in the Skilled Crafts Bargaining Unit, the Union shall be notified. The University and the Union agree that any resolution of a grievance at Step 2 or thereafter shall be reduced to writing.

## **ARTICLE 27 - 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 except as provided in Article 25, Section E of this Agreement. The written request for arbitration must be sent by certified mail and received by the Campus Labor Relations Director or designee within thirty (30) calendar days of the receipt of the campus 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 reach agreement on an arbitrator. If no agreement is reached, the parties shall use the arbitrators listed herein by randomly drawing three names. The first arbitrator's name drawn shall be contacted and if the arbitrator's first available date is more than sixty (60) calendar days from the date of the request, the parties may agree to contact the second arbitrator's name drawn. If the second arbitrator's first available date is more than sixty (60) calendar days from the date of request, the parties may agree to contact the third arbitrator. If the third arbitrator is not available as specified above, the selection process shall be repeated until an arbitrator is selected.

The arbitrator will be selected from the following:

Howard S. Block  
Kenneth A. Perea  
Walter Daugherty  
Jill Klein  
Robert Berguson  
Chester Brisco  
Michael Prihar  
Mickey Rappaport  
Frederick Horowitz  
Joseph E. Grabuskie

### **C. SCOPE OF ARBITRATION**

1. Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the Article(s) filed with the grievance. Issues or allegations which were known or should have been known to either party but not introduced by the Step 3 process shall not be introduced by either party at the arbitration hearing, except as provided in Section C.2 below.
2. When practicable, the University shall inform SETC-United in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator. The issue(s) of arbitrability shall be resolved prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in Section C.3 below. In such case, the parties shall use the selection process described in Sections A and B above to select two arbitrators simultaneously. The first arbitrator will be selected to determine the issues of arbitrability based on written memoranda submitted by the parties and the second arbitrator will be selected to decide the merits of the case at a

hearing if the issues are determined to be arbitrable. The first arbitrator shall issue a written decision within 7 calendar days of the submission of the parties' written memoranda. If the first arbitrator finds the grievance is eligible for arbitration, the University will pay the costs associated with the first arbitrator's issuance of a decision. If the first arbitrator finds the grievance ineligible for arbitration, the substantive facts of the case need not be heard, and the grievance shall be denied and the Union will pay the costs associated with the first arbitrator's issuance of a decision.

3. If the University raises the issue of arbitrability for the first time after the selection of an arbitrator, a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. The hearing(s) shall proceed as described in Section D below.
4. Section C.1 and Section C.2 above shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case or from agreeing to separate hearings on the arbitrability and the merits of the case before a single arbitrator.

#### **D. Arbitration Procedure**

1. The arbitration procedure 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 and provided to the opposing party 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.
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 fact, 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. If the arbitrator determines that a grievance was not received by the University within the time limits set forth in Article 26, Section B, the arbitrator shall have no jurisdiction to decide the merits of the grievance. The arbitrator shall have no jurisdiction to decide issues not specifically identified on the initial grievance form.

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.

## **E. Decision and Remedy**

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in Paragraph 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, Workers' Compensation and Unemployment Insurance benefits. The decision of the arbitrator 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 the arbitrator notifies the parties that the time frame can not 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; or,
  - 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, except for the correction of mathematical, calculation, recording or accounting errors. For grievances involving the correction of an error in the payment of wages or the correction of mathematical calculations, recording or accounting errors relating to the payment of wages (for example vacation leave, holidays, overtime, military leave or the amount of shift differentials, if any) shall not be made retroactive to a date earlier than two years prior to the date of the Informal Review, Step 1 of the Grievance Procedure.

## **F. Release Time and Pay Status**

Whenever an arbitration hearing or a meeting convened to resolve an arbitration is scheduled during the regular work time of an employee who is a grievant or a representative, release time with pay shall be granted to the employee(s) and his/her representative involved in said hearing or meeting so long as a request for release time is received at least twenty-four (24) hours in advance. Employees so released shall be granted leave with pay. For purposes of release time, it shall be assumed the employee is a day shift employee. University employees called as witnesses shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings convened to resolve the arbitration and for the arbitration hearing. Time spent in preparation for arbitration shall be on pay status as follows:

- a. a maximum of ten (10) hours per month will be granted for arbitration-related activity; and,
- b. a request for the release time described in subsection (a) above must be made to the grievant's and/or the representative's immediate supervisor at least twenty-four (24) hours in advance of the activity.

## **ARTICLE 28 - LAYOFF AND REDUCTION IN TIME**

**A.** Should the University determine that layoffs are necessary due to lack of work or lack of funds, the following shall apply.

### **B. Definitions**

1. Temporary layoff affecting a career position is for a specified period of less than four (4) calendar months from the date of layoff.
2. Indefinite layoff affecting a career position is one which is four (4) or more calendar months.
3. Reduction in time is either temporary or indefinite and affects a career position resulting in a reduction in the percentage of full-time employment.
4. Whenever the term layoff is used in this Agreement it shall be construed to encompass both indefinite layoff and indefinite reduction in time as defined above.

**C.** The University shall attempt to minimize indefinite layoffs from career positions by first reviewing the necessity for existing casual positions within the department. When a vacancy exists within the layoff unit in an active career position in other classes in the department which are at the same salary level (as determined by the salary range maximum) as the employee's current position, the department head shall reassign an employee scheduled for indefinite layoff to that position, provided that the department head determines that the employee is qualified to perform the duties of that position.

### **D. Temporary Layoff and Temporary Reduction in Time**

1. An employee shall be given written notice of the effective date and the ending date of a temporary layoff or reduction in time. Whenever possible, the notice shall be given at least twenty (20) calendar days prior to the effective date.
2. If an indefinite layoff or indefinite reduction in time should become necessary while an employee is on temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time, as set forth in Section E below, shall be applied.

### **E. Indefinite Layoff and Indefinite Reduction in Time**

1. Indefinite layoffs and reductions in time are by class (title code) or by craft within a department. For purposes of this Article, a craft is defined as employees in the journeyman and lead positions. The order of indefinite layoff and reduction in time of employees in the same class or craft 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 craft. Such exceptions shall be documented in writing.



2. Seniority. Seniority shall be calculated by the number of career full-time equivalent months (or hours) of UCLA service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be deemed the least senior.
3. Notice. Whenever feasible, an employee will receive at least thirty (30) calendar days written notice prior to indefinite layoff or reduction in time. If less than thirty (30) calendar days notice is provided, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days notice. Prior to a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a non-probationary career employee shall be informed of the procedures for recall and preferential rehire.

#### **F. Reemployment from Indefinite Layoff**

1. Right of Recall to Department of Layoff. A non-probationary career employee who is separated or whose time base is reduced because of an indefinite layoff shall be recalled in order of seniority into any active and vacant career position for which the employee is qualified. Such position must be in the same class or craft, department and at the same or lesser percentage of time as the position held at the time of layoff.
2. Preference for Reemployment or Transfer. A non-probationary career employee who has been separated or whose time has been reduced due to indefinite layoff or who has received written notice of indefinite layoff or reduction in time within the two (2) calendar months prior to the effective date of layoff shall be granted preference within the Unit for reemployment or transfer to any active or vacant career position for which the employee is qualified provided the position is:
  - a. At the same salary level or lower (as determined by the salary range maximum), and,
  - b. At the same or lesser percentage of time as the position held at the time of layoff.
3. Rejection of Employees With Reemployment Rights. Department heads may reject a non-probationary career employee with preference for reemployment or transfer only if the employee lacks qualifications required of the position. Written reasons for rejection shall be provided by the department head to the employee and to the Union.
4. Reemployment at Another University Location. The Employment Manager shall assist a non-probationary career employee on indefinite layoff who wishes to seek employment at another campus or laboratory.

#### **G. Duration of Recall and Preference Rights**

1. A non-probationary career employee with less than five (5) years of seniority shall have recall and preference rights for reemployment for a period of one (1) year from date of layoff.

2. A non-probationary career employee with at least five (5) but less than ten (10) years of seniority shall have recall and preference rights for reemployment for a period of two (2) years from date of layoff.
3. A non-probationary career employee with ten (10) or more years of seniority shall have recall and preference rights for reemployment for a period of three (3) years from the date of layoff.
4. Employees shall respond affirmatively to periodic inquiries as to their desire to return or availability. In the event that an employee is no longer available or desires not to return, the right to recall and preference for reemployment shall expire one year after the effective date of layoff.
5. Rights to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in casual University positions.

#### **H. Termination of Right to Recall and Preference**

Right to recall and preference for reemployment terminate if an employee:

- a. Refuses an offer to return to a position, at the same or greater percentage of time, to the department and class or craft from which laid off; or,
- b. Accepts a career position at the same or higher salary level and the same or greater percentage of time as the position held at the time of layoff; or,
- c. 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 at the time of layoff; or,
- d. Is no longer available for the reasons specified in Section G.4 above; or,
- e. Fails to respond to written notice of an employment opportunity.

#### **I. Acceptance of Employment**

Preference for reemployment terminates if an employee accepts any career position at UCLA.

#### **J. 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.

#### **K. General Effect on Benefits**

1. Subject to the employee's payment of full premiums, 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.

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

## **ARTICLE 29 - SAFETY COMMITTEE**

### **A. Joint Labor-Management Safety Committee**

The University and the Union will establish a joint Labor-Management Safety Committee 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. When recommendations of the Safety Committee are adopted and/or implemented by the University, or any of its departments, they shall be distributed to the affected bargaining unit employees and their supervisors or managers.

### **B. Composition of Committee**

The Committee shall be composed of no more than five (5) bargaining unit employees, two (2) non-employee SETC staff representatives and no more than eight (8) University representatives. The eighth University representative, if any, shall be a non-participating facilitator. Upon mutual agreement, each party may include additional representatives at the meetings of the Committee.

### **C. Meetings of Committee**

The Committee shall meet quarterly unless otherwise agreed to by the parties. The procedures by which the Committee operates and the agenda items to be discussed shall be determined by mutual agreement of the parties. Public Records documents, including but not limited to Cal OSHA 300 Logs, shall be available to Committee members, upon request.

## ARTICLE 30 - HEALTH AND SAFETY

### A. Safety

1. It is the duty of the University to make a reasonable effort to provide and maintain a safe place of employment. The University will provide appropriate safety training to bargaining unit employees. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner, including but not limited to complying with UCLA's Injury and Illness Prevention Programs. (See: <http://map.ais.ucla.edu/go/1002886>).
2. 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, and to follow the safety regulations and requirements of the University, and to report any unsafe practices or hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints pursuant to the University's Whistleblower Policy.
3. 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 Environment, Health and Safety or designee. Management shall contact Environment, Health and Safety or designee, and the employee may be reassigned to perform other work. If the work in question is determined to be safe by the Director of Environment, Health and Safety or designee, the employee may be ordered to perform the work. If the safety matter is not resolved satisfactorily, the Union may consult with the Campus Labor Relations Director or designee, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations.
4. If an employee believes he or she cannot perform assigned duties based on his or her health condition, the employee must immediately inform the supervisor who may in the supervisor's sole discretion, return the employee to his/her assigned duties, temporarily re-assign the employee's job duties, refer the employee to a healthcare provider, or send the employee home. If an employee is sent home, the University may require medical certification releasing the employee to return to work.

When an employee provides documentation that the employee's medical condition makes it unsafe to perform the duties of his/her position, the provisions of Article 21—Reasonable Accommodation—shall apply.

### B. Protective Clothing and Equipment

1. The University reserves the right to require certain unit employees to wear protective clothing.
2. Protective clothing is attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment protects the employee from exposure to hazardous working conditions. The University shall continue to provide clothing and safety equipment which it currently makes available to the employees covered by this Agreement. If protective clothing (e.g. overalls, coveralls, painter's whites) is required on a continuing basis, the University shall provide and maintain such clothing.

3. Each employee who requires corrective safety glasses and is in a classification which requires the use of safety glasses shall receive one pair of corrective safety glasses per year. The employee shall bring the prescription to his/her supervisor and UCLA shall then purchase the glasses.
4. In the month of March of each year, UCLA will furnish safety shoes to all employees in the bargaining unit except that employees hired after January 1<sup>st</sup> in a given calendar year will be furnished safety shoes in accordance with the University's current contracts upon hire and then again in March of the following year(s) thereafter. Replacement or repair of said shoes is the responsibility of the employee. However, when, in the determination of management, an employee's shoes are defective or become damaged in the course of the performance of the employee's assigned duties, management will replace said shoes within a reasonable period of time. While on pay status, employees shall be required to wear the safety shoes unless otherwise directed by the University.

### **C. Additional Considerations**

1. Bargaining unit employees assigned to work in the University's Vivariums will be required to undergo screenings and a series of Hepatitis "B" immunizations which will be provided by the University.
2. The University and the Union agree that bargaining unit employees are required to carry out their job duties without endangering their own health or safety or that of other employees. The University and the Union further agree that no employee may manufacture, distribute, dispense, sell, use or be under the influence of alcohol or illegal drugs while performing their job duties. To this end, the University and SETC agree to commence meetings within forty-five (45) days of ratification of this agreement to develop a procedure to achieve the University's goal of a drug-free workplace.

### **D. Disputes**

Disputes concerning this Article shall not be subject to the Arbitration Procedure of this Agreement.

## **ARTICLE 31 - SAFETY LOCKOUT PROGRAM**

- A.** Each appropriate employee shall be supplied with two unique locks and its key, and a multiple locking device. The key shall not be duplicated; however, each Superintendent shall have a master key to the locks used in his/her Shop. The lock will be marked to identify the employee to which it is issued.
- B.** Each appropriate employee shall also be supplied with tags to use only when the equipment or disconnect device cannot be locked out.
- C.** Whenever the disconnect site is not immediately visible at all times to the employee working on the equipment or utility, the employee shall lock the appropriate disconnect switch or circuit breakers. The employee may tag-out the same devices only if the device cannot be locked out. If more than one employee is working on the same equipment or utility, each employee shall lock out or tag out.
- D.** Potential hazards, such as a machine's operating parts and certain mechanical equipment, can slip accidentally. Employees need to prevent this by making any movement impossible by blocking gears, dies, or other mechanisms; by releasing coiled springs, spring-loaded devices, and securing cams; by putting blocks under raised dies or any equipment that might descend, slide or fall; by using blocks or special stands to prevent failure or slippage of the hoist or elevating device under raised vehicles.
- E.** Locks or tags must be promptly removed when repair or maintenance jobs are completed. If more than one employee has locked or tagged out, each must remove his/her own lock or tag.
- F.** This article shall be duplicated and given to each employee and the employee shall sign, date and return the article acknowledging that it has been read and the employee understands its contents.

## **ARTICLE 32 - MISCELLANEOUS PROVISIONS**

### **A. Voluntary Termination**

If an employee fails to notify the University of his/her absence, such an absence will be deemed to be unauthorized. If the duration of such an absence is five (5) or more consecutive assigned work days, the employee may be considered to have voluntarily terminated his/her employment with the University. The University shall provide notice and a summary of the information and material upon which the voluntary termination is based. The employee will have five (5) working days from the issuance of the notice within which to respond orally or in writing to the supervisor. If the employee fails to respond, the effective date of the voluntary termination shall be the last day of the notice period. If the employee responds, the University will review the response and notify the employee of the determination and the effective date of the voluntary termination or return to work and the status during the period of absence. A notice will be posted in each shop informing employees whom to contact regarding absences.

### **B. Lie Detector (Polygraph) Tests**

No employee shall be required as a condition of continuing employment to take a lie detector test.

### **C. Licenses and Certificates of Competence**

1. The University, as a condition of employment, shall continue to require such licenses and certificates of competence for given position(s) as per current practice. In order to obtain recertification, the University will provide Division of Apprentice Standards-approved training, on site, up to thirty-two (32) hours at University expense, as is required for electrical certification and Fire Life Safety certification. Proof of valid licensure and/or certification must be given to the University for retention in the employee's personnel file. An employee's failure to report either the notice of or actual revocation or suspension of said license, may lead to discipline, up to and including termination. The University shall reassign said employee's job duties where operational circumstances permit; however, said reassignment shall not exceed thirty (30) days unless the University and the Union agree to a greater period of extension and/or reassignment, which said agreement must be reduced to writing. Any employee who fails to maintain required licensure and certification may be terminated unless the employee has been reassigned. Following the expiration of the reassignment and upon the failure to furnish evidence of licensure and/or certification, the employee shall be subject to termination at the end of the reassignment.
2. If, during the term of this Agreement, a new governmental requirement for licensure and/or certification is established that changes the terms and conditions of employment for bargaining unit employees, the parties shall meet and confer concerning the effects of the new requirement.
3. Bargaining unit employees are required to maintain a valid California Driver's License. The University shall provide trucks, carts and/or vehicles to bargaining unit employees when necessary to perform their assigned duties.



4. If a bargaining unit employee receives notice of the suspension or revocation of their California Driver's License, said employee shall immediately report the same to his/her immediate supervisor. An employee's failure to report either the notice of or actual revocation or suspension of said license, may lead to discipline, up to and including termination. Where necessary, the University shall reassign said employee's job duties; however, said reassignment shall not exceed thirty (30) days unless the University and the Union agree to a greater period of extension, which said agreement shall be reduced to writing.

#### **D. Mileage Reimbursement**

Whenever an employee is authorized by the University to use a private vehicle to conduct University business, the employee shall be reimbursed for mileage at the prevailing University rate. Information concerning the University's Mileage Reimbursement rates can be located at the following URL: <http://map.ais.ucla.edu/go/1003527>.

### **ARTICLE 33 - PARKING**

- A.** 1. The University shall provide parking to the same extent and under the same conditions as normally provided for other unrepresented University non-management staff employees, except that parking permits issued to bargaining unit employees working the graveyard shift will be effective through 8:00 a.m. daily in the assigned parking area. The current rate of \$34.00 for parking on the graveyard shift shall remain in effect during the life of this Agreement.
- 2. Bargaining unit employees are encouraged to use the alternative forms of transportation offered by the UCLA campus as well as public transportation.
- B.** The University will give SETC-United notice of any proposed parking fee increases and, upon request, will meet with SETC-United to discuss said increases. The University will duly consider any proposals SETC-United may choose to make concerning parking fee increases.

## **ARTICLE 34 - INSURANCE AND RETIREMENT BENEFITS**

Employees in this unit are eligible to participate in a number of benefit programs generally available to non-management, non-supervisory, non-confidential, non-academic employees of the University who are not exclusively represented. The current benefits for each plan are briefly summarized in this Article. However, the Union understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for each plan, the details of which can be found at [www.atyourservice.ucop.edu](http://www.atyourservice.ucop.edu).

If during the term of this Agreement the University chooses to alter the coverage, rate of contribution, or carrier of these health and welfare and/or retirement plans as they apply to other staff employees described above, such changes will apply to employees covered by this Agreement. The Union will be notified of any such proposed change(s) before they are implemented and the Union and the University will meet and discuss on the proposed change(s) as described in the Side Letter attached hereto as Appendix H.

### **A. Medical Insurance**

A variety of comprehensive group medical plans and a major medical insurance plan are currently available to provide coverage for employees and their eligible family members. Costs in excess of the amounts paid by the University's maximum rate of contributions are to be paid by the employee through payroll deduction.

### **B. Dental Insurance**

Two comprehensive dental options are offered for employees (and their eligible family members) who are covered by this Agreement and who are members of a defined benefit plan to which the University contributes.

### **C. Vision Service Plan**

A vision plan for employees (and their eligible family members) who are covered by this Agreement and who are members of a defined benefit plan to which the University contributes.

### **D. Life Insurance**

Group term life insurance equal to one times annual salary, up to fifty thousand dollars (\$50,000) is provided without charge to employees who covered by the defined benefit plan to which the University contributes. The coverage amount is based on the employee's University salary and appointment rate as of January 1 of each year. Additional supplemental life insurance (up to four times salary) and Basic Expanded and Dependent life insurance are also available at the employee's expense.

Group term life insurance equal to \$5,000 is provided to employees eligible for Core Benefits (but not members of the defined benefit plan).

### **E. Accidental Death and Dismemberment Insurance**

Accidental death and dismemberment insurance is available for employees and their families at low group rates.

## **F. Business Travel Accident Insurance**

Employees who are traveling on official University business are covered by one hundred thousand dollars (\$100,000.00) of accidental death and dismemberment insurance without charge to the employee.

## **G. Automobile and Homeowner/Renter Insurance**

Voluntary automobile and homeowner/renter insurance is available via payroll deductions for employees eligible for Full or Mid-level benefits, although carrier underwriting requirements must be met.

## **H. Retirement Income Plans**

1. The basic University of California Retirement System (UCRS) plan provides eligible employees with lifetime retirement income, long-term disability income, family survivor income, and cash death benefits. Social Security is provided for all employees hired since April 1976, coordinated with UCRS and with the same benefits. Any employee who is enrolled in the Public Employment Retirement System (PERS) shall continue in the plan.
2. The Capital Accumulations Provision (CAP), adopted by the Regents of the University of California on November 14, 2002, shall apply to the members of this bargaining unit who meet the eligibility requirements adopted by the University of California Retirement Program.

## **I. Disability Income Insurance**

The Short-term Disability plan provides basic coverage for temporary disability to employees who are members of the defined benefit plan to which the University contributes without charge to the employee. If an employee wants more coverage, the employee can enroll in the Supplemental disability plan, which pays a higher level of benefits for temporary disabilities and also covers the employee for long term disabilities. In order to be eligible for these plans the employee must be a member of a defined benefit plan to which the University contributes.

## **J. Flexible Spending Accounts: Dependent Care Assistance Program (DEPCARE-FSA) and Health Care Reimbursement Account (FSA).**

These programs allow employees to pay for eligible dependent care or health care expenses on a pre-tax basis.

## **K. Tax-Deferred 403(b) and 457(b) Plans**

Non-student University employees may voluntarily participate in tax-advantaged, supplemental retirement plans.

## **L. Legal Expense Insurance Plan**

A legal expense insurance plan is available to members of this bargaining unit who are members of a defined benefit plan to which the University contributes. The legal plan provides members and their eligible dependents with coverage for basic legal services associated with preventive, domestic, consumer, and defensive legal matters.

## **ARTICLE 35 - DEATH PAYMENTS**

- A.** 1. Upon the death of an eligible employee of the University, a sum equal to the salary of the deceased for one (1) month shall be paid to the surviving spouse, or if there is no surviving 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. The University also provides a term life insurance policy for eligible employees in the amount of one times the employee's annual covered salary rate multiplied by the percent time of the employee's appointment. PERS members are covered for this amount minus the \$5,000.00 PERS death benefit. The maximum benefit for PERS members is \$45,000.00. The maximum benefit for all other eligible employees is \$50,000.00. Benefits are payable to the employee's named beneficiary.
2. In addition, the University of California Retirement System pays a \$7,500.00 death benefit plus one month's final salary to the employee's beneficiary if the employee was still employed at the time of death. Benefits are paid to the employee's named beneficiary.

### **B. Eligible Employee**

1. For the purpose of the one (1) month salary death payment payable by the University, an eligible employee is one who has completed six (6) continuous months on pay status at fifty percent (50%) time or more without a break in service prior to death.
2. For the purpose of the University paid life insurance and the UCRS death benefits, an eligible employee is one who is a member of a retirement system at the University. The benefit(s) is payable if an employee dies while in active service on pay status or within the first four (4) months of an approved leave without pay or temporary layoff.

### **C. Eligible Dependent**

For the purpose of the death payment, an eligible dependent(s) is defined as one receiving the majority of support from the deceased employee in accord with Internal Revenue Service regulations.

### **D. Employee Earnings**

The department head shall initiate the necessary action in order that payment of any vacation, salary, overtime, or other monies due to the deceased employee can be made. Such payment is made in accordance with Accounting Manual Section P-196-25 (Employee Death Payment). Payment shall include the deceased employee's salary for the day of death, unless the employee was on leave without pay on the day of death.

## ARTICLE 36 - DUES DEDUCTIONS

### A. Dues Deduction and Agency Shop Fee

1. **Dues Deduction.** Upon request of an employee in the UCLA 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. **Agency Shop Fee.** Upon notification to the University by the State Employee's Trades Council (SETC-United) 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 SETC shall not exceed the monthly dues that are payable by members of SETC. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to SETC.
3. **Exemption from the Agency Shop Fee.** Any employee in this unit who is a member of a bona fide 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 SETC 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 non-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 SETC.  
  
UCLA Unicamp  
UCLA Mattel Children's Hospital  
A Scholarship Fund to be agreed upon by the parties
4. **Check Processing.** 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 (\$0.07) 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 for 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 hold 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. Union Security**

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 within thirty (30) calendar days of the expiration of this Agreement.

## **C. Financial Report**

SETC shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the employees who are members of SETC 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. SETC shall provide a copy of said report to the UCLA Director of Labor Relations within 60 days after the end of SETC's fiscal year.

## **D. Severability**

In the event the fair share provisions of Higher Education Employer-Employee Relations Act (HEERA) (Amendments to HEERA by SB 645, 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 37 - LABOR-MANAGEMENT RELATIONS**

- A.** Meetings may be scheduled quarterly, unless the parties otherwise agree, at the request of a Union Consultant or SETC 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 four (4) bargaining unit employees to attend such meetings when they occur during the employee's shift.



### **ARTICLE 38 – BARGAINING UNIT WORK**

1. The University and the Union agree upon the principle that bargaining unit work will be performed by bargaining unit employees and that supervisors and non-unit employees will not normally perform work done by bargaining unit employees.
2. Bargaining unit work includes, but is not limited to, construction, alteration, repair and maintenance at UCLA, including its buildings, systems, and equipment.
3. Management reserves the right to assign supervisors or non-unit employees to perform work in the event of emergencies requiring immediate action to protect life, safety and health as well as under exceptional circumstances in order to meet the operational needs of the University.

## **ARTICLE 39 – SUBCONTRACTING UNIT WORK**

- A.** Before determining whether or not to subcontract bargaining unit work, the University shall consider whether said work should be performed by bargaining unit employees in-house. However, the decision to subcontract work is the prerogative of the University and management reserves the right to subcontract unit work. The University will make reasonable efforts to perform unit work in-house.
- B.** Upon written request by the Union, no more than four times per year, the University shall provide to the Union and a designated steward a summary of subcontracted work which is funded by the State of California Operations and Maintenance of Plant budget, or a Job Order Contract, or a minor capital project, or deferred maintenance project. For the purposes of this Article only, subcontracted work is that work which is less than \$50,000 in total, or painting work which is less than \$25,000 in total.
- C.** The University agrees to notify the Union, at least sixty (60) calendar days in advance of its intent to subcontract any unit work which would result in the layoff of unit employees, and shall meet and confer upon request regarding the subcontracting of such unit work. If agreement is not reached, the University may implement its decision.
- 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 37 of this Agreement.

## **ARTICLE 40 - UNION RIGHTS**

### **A. Union Access**

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

### **B. Bulletin Boards**

The University will furnish Union bulletin board space at locations where employees covered by this Agreement are employed, as set forth in Appendix E hereto. The board space shall not include any derogatory information about UCLA or the Regents of the University and shall be used only for legitimate Union information, including but not limited to:

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 or the Executive Board; and,
5. Any other written material which first has been approved by the Union, and signed by an authorized Business Representative.

### **C. Use of University Facilities and University Equipment**

1. University facilities may be used by the Union with prior approval of University management for the purpose of holding meetings, to the extent that such facilities can be made available without interfering with normal University operations.
2. When required, 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.
3. SETC stewards may use University computers for Union business in accordance with the University's Electronic Mail/Electronic Communications Policy.
4. SETC stewards may use University copiers, printers and fax machines at a cost of ten cents (\$.10) per page. SETC will reimburse the University for said costs when billed at the designated SETC office. Permission to use UC copiers, printers and fax machines for Union business must be obtained in advance of such use from stewards' immediate supervisor. Abuse of this privilege may preclude that steward from future use.

### **D. Union Stewards**

1. The Union shall be entitled to designate a reasonable number of employees to act as stewards for the employees covered by this Agreement. The Union shall furnish the

University official or designee with the names of the employees selected as stewards. Any change in the appointment of the designated stewards shall be made known to the designated University official. There shall be no more than a total of twenty (20) stewards at UCLA; provided, however, that there shall be no more than one (1) steward per shop on any shift.

2. Union business/activities shall not be conducted on an employee's scheduled work time nor shall such business/activities interfere with University programs and operations except as referenced in Section D(3) hereafter.
3. Union activities that are covered under the various Articles of this Agreement [i.e., Grievance Procedure, Article 26 (B)(6), Arbitration Procedure, Article 27 (E), Labor-Management Relations, Article 29 (B), Safety Committee, Article 37 (C)] may be conducted on an employee's scheduled work time as referenced in the applicable Article.

#### **E. No Reprisals for Union Activity**

The University is prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against stewards and bargaining unit members, or from otherwise interfering with, restraining, or coercing stewards because of the exercise of any rights given by this Agreement. A full-time SETC Consultant or Officer may file a grievance concerning steward reprisal with the Campus Labor Relations Office. If the grievance is not resolved, it may be the subject of an unfair labor practice charge. Section E of this Article shall not, however, be subject to the Arbitration Procedure in this Agreement.

#### **F. Release Time for Meet and Confer**

Employees appointed by the Union shall be granted a reasonable amount of release time for the purpose of meeting and conferring at the bargaining table. Not more than eight (8) employees shall be provided release time unless the parties mutually agree otherwise. Employees on release time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work. Arrangements shall be made by the University and the Union to enable swing and graveyard shift employees to participate in the meet and confer process, if necessary.

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 unless the parties mutually agree otherwise. The University shall not arbitrarily deny a particular request for release time.

#### **G. Leave of Absence for Union Business**

1. The University agrees to paid release time for up to three (3) working days per calendar year for twenty (20) stewards at one time to attend SETC-sponsored training during the life of this Agreement. SETC will provide a minimum of ten (10) working days' notice of a request for said release time to the stewards' immediate supervisor. The request shall not be unreasonably denied, however, the University need not grant the leave when it can demonstrate compelling operational reasons.

2. a. Long Term Leave (6 months to 3 years)

1. Upon at least twenty-one (21) calendar days' advance written request from SETC-United and the employee to UCLA's Labor Relations' Office, a non-probationary career employee shall be granted leave for Union business in accordance with this section. Such paid reimbursed leave shall be granted for a fixed period of time not less than one hundred eighty (180) days and not longer than three (3) years. However, a long-term leave of ninety (90) days may be granted upon mutual agreement of the parties.
2. The University may grant one (1) bargaining unit employee long term leave as defined herein for the period referenced in subsection (a) above. The University need not grant the leave when it can demonstrate a compelling business need.
3. During the paid reimbursed leave, the employee shall be paid by the University, and shall continue to accrue service credit and shall retain all benefits to which the employee was entitled prior to the start of the leave. Employee benefit contributions will continue to be deducted during the leave.
4. During the paid reimbursed leave, the employee shall be eligible for increases in accordance with this Agreement and campus practices.
5. The University shall not be required to return an employee on paid reimbursed leave to active employment status prior to the completion of the stated duration of the leave.
6. The duration of the leave shall be specified at the time the employee requests the leave. No leave shall be granted unless the written request specifies the duration of the leave.
7. The maximum duration of a paid leave with Union reimbursement is three (3) years.
8. Upon return, the employee shall be placed in the same or similar position from which the employee took paid reimbursed leave. The employee shall receive the rate of pay that would have been provided to the employee as a result of range adjustments provided during the leave.
9. Placement of the employee in his/her previous position shall be consistent with staffing reductions and/or layoffs which may have occurred during the period of leave of absence.

b. Five Day Leaves

1. Upon fourteen (14) calendar days' advance written notice to his/her supervisor, local Union stewards, as defined in Section D above, shall be granted five (5) days of paid reimbursed leave for union business. Permission for such leave shall not be granted for a period of less than five (5) days, and such permission shall not be granted to any individual employee more than once per month and shall not be granted to any more than two (2) stewards per month. The granting of such leave to local Union stewards shall be subject to the operational needs of

the University and may be granted to one or more such employees on the same shift in the same operational area.

2. Any leave granted in accordance with this section shall not constitute a break in service.
3. During the paid reimbursed leave, the employee shall not be eligible for Worker's Compensation benefits arising out of an injury occurring during the leave from the University. While on Union leave, University employees shall be covered by SETC-United's Workers' Compensation carrier.
4. SETC-United shall reimburse the University for all costs of employee compensation, including but not limited to salary plus all benefits paid to the employee for the time the employee is on leave without loss of compensation (36%). The Union shall submit payment to the University within thirty (30) days of receipt of confirmation of payment to the employee. The University has the right to terminate the leave if the Union fails to provide timely payment.
5. 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 and resigned from his/her job if such failure to return exceeds five (5) consecutive working days of the anticipated return date as provided for in Article 32.

#### **H. Orientation Packets**

Bargaining unit employees attending orientations conducted by UCLA's Campus Human Resources and Healthcare Human Resources shall be advised of the availability of orientation packets provided by SETC-United to the University.

## **ARTICLE 41 - MANAGEMENT RIGHTS**

- A.** The University, unless expressly limited by the Agreement retains solely and exclusively all rights, functions, powers, and authority to manage the operations of the University and to direct the work force including but not limited to the right 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, modify and administer procedures, rules and regulations (subject to notice to SETC-United of new policies and procedures as set forth in Article 41, Waiver, of this Agreement) 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; establish the size, composition and qualifications of the work force; recruit, hire, assign, direct, develop, promote, transfer, demote or layoff casual, career, or probationary employees; establish, modify and enforce standards of performance, conduct and safety for employees; maintain safety in its operations; and grant and determine the basis for special awards.
- B.** The above enumeration of management rights is not all-inclusive and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not exercise rights retained by the University. The non-exercise of a right by management shall not be construed to mean any right is waived.
- C.** No action taken by the University with respect to the above-enumerated rights shall be subject to the Grievance or Arbitration Procedures of this Agreement or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.
- D.** While the above-enumerated rights shall not be subject to meeting and conferring during the term of this Agreement or any extension thereof, the University agrees to meet upon request with the Union to discuss the exercise of these rights so that the University may consider the Union's information and views.

## **ARTICLE 42 - NO STRIKE/NO LOCKOUT**

- A.** During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts.
  
- B.** 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 concerted activities, including sympathy strikes, which would interfere with the operations of the University.
  
- C.**
  - 1. 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 or concerted activities of any kind in violation of this Article.
  
  - 2. The Union further agrees to maintain critical services in the event of any activity by any individual(s) or labor organization(s) which interferes with the operations of the University. Such critical services include, but are not limited to maintenance and operation of: 1) patient care facilities in the UCLA Center for Health Sciences and UCLA Santa Monica Hospital; 2) research facilities on the UCLA campus; 3) computer operations at UCLA; and 4) facilities in which valuable collections are maintained.
  
  - 3. Any employee who violates this Article may be subject to disciplinary action up to and including discharge.
  
- D.**
  - 1. Should any activities in violation of this Article occur, the Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference. Such affirmative action shall include the immediate written notice to all employees in the unit at their work and/or 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.
  
  - 2. 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, unless otherwise notified by SETC and, upon written request, the University will meet and confer with the SETC Consultant 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 J hereto.

#### **ARTICLE 44 - 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 agreement on a substitute provision.

## **ARTICLE 45 – WAGES**

- A.** 1. Effective October 1, 2011, all members of the bargaining unit will receive an across-the-board increase of 3.0%.  
2. Effective October 1, 2012, all members of the bargaining unit will receive an across-the-board increase of 2.0%.  
3. On the effective date of any increase of greater than 2% given to non-represented staff employees in fiscal year 2012/13, said increase shall be passed across the board to all members of the bargaining unit.  
4. In order to be eligible for the increases set forth in A (1) (2) and (3) above, the bargaining unit employee must be employed at UCLA on the effective date and the date of payout.\*
- B.** Each lead employee shall receive seven and one-half percent (7.5%) more than the basic rate for his/her respective class.
- C.** Apprentice pay rates are determined pursuant to the pay schedule in Article 9 – Apprentices, Section C.
- D.** The University retains the right to determine the basis for special awards, including but not limited to payments for meritorious performance, recognition, incentive and bonus payments and to exercise sole discretion as to the granting, timing, amount, distribution and frequency of such awards and payments. The University retains the right to provide or discontinue the provision of award programs and payments. The University retains the right to provide or discontinue the provision of award programs or other payments to employees in this bargaining unit during the term of this agreement or during the period of time following the expiration of the agreement.

\* The effective date of the wage increase for bi-weekly paid employees shall be the beginning of the pay period closest to the effective pay date for monthly-paid employees. The schedule for bi-weekly pay can be accessed at [www.payroll.ucla.edu/charts/bw-pay-cal-current.pdf](http://www.payroll.ucla.edu/charts/bw-pay-cal-current.pdf).

#### **ARTICLE 46 - DURATION**

This Agreement shall become effective on July 1, 2011, and shall remain in full force and effect until 11:59 p.m. on September 30, 2013. This Agreement shall automatically renew itself unless either of the parties requests in writing that negotiations for a successor Agreement commence. Unless the parties agree otherwise, notification of such a request must be submitted by either party at least ninety (90) days prior to the expiration of this Agreement. This Agreement shall remain in full force and effect while negotiations for a successor agreement are continuing.

## **Appendix A – Classification Specifications**

To be inserted at a later date

## **Appendix B – Skilled Craft Wage Schedule**

Please see attached







Skilled Craft Wage Schedule

			CURRENT			EFF 10/1/08			EFF 5/1/09			EFF 10/1/09			EFF 10/01/2011 ATB 3%			EFF 10/01/2012 ATB 2%		
TITLE_	TITLE_NAME	STEP	ANNUAL	MONTHLY	HOURLY	ANNUAL	MONTHLY	HOURLY	ANNUAL	MONTHLY	HOURLY	ANNUAL	MONTHLY	HOURLY	Annual	Monthly	Hourly	Annual	Monthly	Hourly
8267	LOCKSMITH, APPRENTICE	4.0	42642.24	3553.52	20.42	43068.00	3589.00	20.63	43500.00	3625.00	20.83	43932.00	3661.00	21.04	45,252.00	3,771.00	21.67	46152.00	3846.00	22.10
8267	LOCKSMITH, APPRENTICE	5.0	45485.04	3790.42	21.78	45936.00	3828.00	22.00	46404.00	3867.00	22.22	46860.00	3905.00	22.44	48,264.00	4,022.00	23.11	49224.00	4102.00	23.57
8267	LOCKSMITH, APPRENTICE	6.0	48327.84	4027.32	23.15	48816.00	4068.00	23.38	49296.00	4108.00	23.61	49788.00	4149.00	23.84	51,276.00	4,273.00	24.56	52296.00	4358.00	25.05
8267	LOCKSMITH, APPRENTICE	7.0	51170.64	4264.22	24.51	51684.00	4307.00	24.75	52200.00	4350.00	25.00	52716.00	4393.00	25.25	54,300.00	4,525.00	26.01	55392.00	4616.00	26.53
8267	LOCKSMITH, APPRENTICE	8.0	54013.44	4501.12	25.87	68532.00	5711.00	32.82	69228.00	5769.00	33.16	55644.00	4637.00	26.65	57,313.32	4,776.11	27.45	58464.00	4872.00	28.00
8268	MECHANIC, ELEVATOR, APPRENTICE	1.0	67858.92	5654.91	32.50	43284.00	3607.00	20.73	43716.00	3643.00	20.94	44160.00	3680.00	21.15	45,480.00	3,790.00	21.78	46392.00	3866.00	22.22
8268	MECHANIC, ELEVATOR, APPRENTICE	2.0	64287.48	5357.29	30.79	46896.00	3908.00	22.46	47364.00	3947.00	22.68	47832.00	3986.00	22.91	49,272.00	4,106.00	23.60	50256.00	4188.00	24.07
8268	MECHANIC, ELEVATOR, APPRENTICE	3.0	60715.92	5059.66	29.08	50496.00	4208.00	24.18	51012.00	4251.00	24.43	51516.00	4293.00	24.67	53,064.00	4,422.00	25.41	54120.00	4510.00	25.92
8268	MECHANIC, ELEVATOR, APPRENTICE	4.0	57144.36	4762.03	27.37	54108.00	4509.00	25.91	54648.00	4554.00	26.17	55200.00	4600.00	26.44	56,856.00	4,738.00	27.23	57996.00	4833.00	27.78
8268	MECHANIC, ELEVATOR, APPRENTICE	5.0	53572.92	4464.41	25.66	57720.00	4810.00	27.64	58296.00	4858.00	27.92	58872.00	4906.00	28.20	60,636.00	5,053.00	29.04	61848.00	5154.00	29.62
8268	MECHANIC, ELEVATOR, APPRENTICE	6.0	50001.36	4166.78	23.95	61320.00	5110.00	29.37	61932.00	5161.00	29.66	62556.00	5213.00	29.96	64,428.00	5,369.00	30.86	65712.00	5476.00	31.47
8268	MECHANIC, ELEVATOR, APPRENTICE	7.0	46429.80	3869.15	22.24	64932.00	5411.00	31.10	65580.00	5465.00	31.41	66240.00	5520.00	31.72	68,232.00	5,686.00	32.68	69600.00	5800.00	33.33
8268	MECHANIC, ELEVATOR, APPRENTICE	8.0	42858.24	3571.52	20.53	65112.00	5426.00	31.18	65760.00	5480.00	31.49	69912.00	5826.00	33.48	72,012.00	6,001.00	34.49	73452.00	6121.00	35.18
8285	SIGNMAKER LEAD	1.0	59556.00	4963.00	28.52	60144.00	5012.00	28.80	60744.00	5062.00	29.09	61356.00	5113.00	29.39	62,712.00	5,226.00	30.03	63972.00	5331.00	30.64
8286	SIGNMAKER	1.0	55404.00	4617.00	26.53	55944.00	4662.00	26.79	56508.00	4709.00	27.06	57072.00	4756.00	27.33	58,788.00	4,899.00	28.16	59964.00	4997.00	28.72
8287	SIGNMAKER ASSISTANT	1.0	40486.32	3373.86	19.39	40896.00	3408.00	19.59	41304.00	3442.00	19.78	41712.00	3476.00	19.98	42,960.00	3,580.00	20.57	43824.00	3652.00	20.99
8288	SIGNMAKER APPRENTICE	1.0	52624.92	4385.41	25.20	33564.00	2797.00	16.07	33900.00	2825.00	16.24	34248.00	2854.00	16.40	35,280.00	2,940.00	16.90	35988.00	2999.00	17.24
8288	SIGNMAKER APPRENTICE	2.0	49855.20	4154.60	23.88	36372.00	3031.00	17.42	36732.00	3061.00	17.59	37092.00	3091.00	17.76	38,208.00	3,184.00	18.30	38976.00	3248.00	18.67
8288	SIGNMAKER APPRENTICE	3.0	47085.48	3923.79	22.55	39168.00	3264.00	18.76	39552.00	3296.00	18.94	39948.00	3329.00	19.13	41,148.00	3,429.00	19.71	41976.00	3498.00	20.10
8288	SIGNMAKER APPRENTICE	4.0	44315.76	3692.98	21.22	41964.00	3497.00	20.10	42384.00	3532.00	20.30	42804.00	3567.00	20.50	44,088.00	3,674.00	21.11	44964.00	3747.00	21.53
8288	SIGNMAKER APPRENTICE	5.0	41546.04	3462.17	19.90	44760.00	3730.00	21.44	45204.00	3767.00	21.65	45660.00	3805.00	21.87	47,028.00	3,919.00	22.52	47964.00	3997.00	22.97
8288	SIGNMAKER APPRENTICE	6.0	38776.20	3231.35	18.57	47556.00	3963.00	22.78	48036.00	4003.00	23.01	48516.00	4043.00	23.24	49,968.00	4,164.00	23.93	50964.00	4247.00	24.41
8288	SIGNMAKER APPRENTICE	7.0	36006.48	3000.54	17.24	50352.00	4196.00	24.11	50856.00	4238.00	24.36	51360.00	4280.00	24.60	52,896.00	4,408.00	25.33	53952.00	4496.00	25.84
8288	SIGNMAKER APPRENTICE	8.0	33236.76	2769.73	15.92	53148.00	4429.00	25.45	53688.00	4474.00	25.71	54216.00	4518.00	25.97	55,848.00	4,654.00	26.75	56964.00	4747.00	27.28

## **Appendix C – Location of Personnel Files**

ASUCLA, Human Resources Office, Kerckhoff Hall 219

Business & Finance, Morgan Center (Athletics), Suite 307-C

Cultural and Recreational Affairs, Payroll/Personnel Office

General Services, Personnel Lobby

Healthcare Human Resources (Westwood-based Healthcare employees)

Housing & Hospitality Services, NW Payroll/Personnel Office

SM-UCLA Medical Center Human Resources (Santa Monica-based Healthcare employees)

UNEX, Extension Human Resources Office

**APPENDIX D -**

**CRAFTS APPRENTICESHIP STANDARDS  
UNIVERSITY OF CALIFORNIA, LOS ANGELES  
AND THE STATE EMPLOYEES TRADES COUNCIL-UNITED**

**SECTION 1 – Purpose and Policy**

The University of California, Los Angeles and The State Employees Trades Council (SETC) United hereto declare its purpose and policy to establish an organized, planned system of apprenticeship. These apprenticeship standards have been adopted and agreed upon by the University of California, Los Angeles (referred to hereinafter as the “University”) and State Employees Trades Council SETC– United (referred to hereinafter as the “Union”) to govern the employment and training of apprentices in the trades and crafts defined herein, to become effective upon approval of the parties.

**SECTION 2 – Trades and Crafts**

Carpenter	DOT	860.381	022
Electrician	DOT	824.261	010
Elevator Mechanic	DOT	825.281	030
Locksmith	DOT	709.281	010
Mason	DOT	844.364	010
Painter	DOT	840.381	010
Plumber	DOT	862.381	030
Sheetmetal Worker	DOT	804.281	010
Operating Engineer	DOT	950.383	026
Signmaker			

### **SECTION 3 – Jurisdiction**

These standards shall apply to the University and Union signatory hereto, and to all apprentice agreements during the life of the parties' collective bargaining agreement effective August 10, 2009.

### **SECTION 4 – Joint Apprenticeship & Training Committees**

In accordance with the Collective Bargaining Agreement between the University and the Union, Joint Apprenticeship & Training Committees referred to hereinafter as the "JATCs" are hereby established to monitor the administration and supervise the enforcement of these standards for each craft apprenticeship. The JATC will consist of four persons appointed by the University, and three crafts-persons appointed by the Union, one of which will be from the affected craft for established apprenticeship programs and one SETC Officer appointed by the Union. In addition, the JATCs may consult other experts in the field, such as education consultants, as it deems appropriate and necessary. Such consultation will be advisory only.

### **SECTION 5 – Functions and Responsibilities**

The JATCs shall have the following functions and responsibilities:

- 1) To meet on call, but not fewer than every six months; to record and maintain the minutes of each meeting.
- 2) To ensure an efficient program of apprenticeship through systematic on-the-job training with related and supplemental instruction.
- 3) To monitor and supervise the administration and the enforcement of these standards.
- 4) To establish and accurately maintain adequate apprenticeship and training records, including hours of work experience and attendance at related training classes.
- 5) To review the periodic evaluations and recommendations provided by supervisors, on-the-job trainers, and the classroom instructors for the following purposes, among others:

- a) to approve the advancement of an apprentice and advance salary step increases for up to six (6) months where merited by previous related work experience and/or previous related vocational education. Such advancement may only occur at the time of appointment to the apprentice position,
  - b) to approve regular advancement as demonstrated by satisfactory progress in the program,
  - c) to hold back the advancement of an apprentice and delay salary step increases for up to a maximum of six months when warranted by inadequate or unsatisfactory progress in the program as demonstrated by on-the-job performance and/or classroom performance.
  - d) to recommend to the responsible Department Head the termination of the apprenticeship agreement when an apprentice has demonstrated an inability to complete the program, or his/her progress is not adequate to maintain scheduled advancements beyond the period referenced in Section 5, paragraph 5c above.
- 6) To counsel and advise apprentices on program objectives. Any apprentice may request, in writing, a meeting with the JATC to seek advice or present problems he or she may be encountering in the program.
  - 7) To approve and recommend alternate curriculum on a case-by-case basis.
  - 8) To maintain a signed copy of each apprenticeship agreement and provide copies to all parties to the agreement.
  - 9) To determine when apprentices have completed their training and to certify the satisfactory completion of each apprentice to the responsible Department Head. Certification is contingent on possession of a valid journey level license where required by the University.
  - 10) In the event that the JATCs cannot reach agreement on an issue, that issue will be submitted to the Assistant Vice Chancellor, General Services, who will render a final decision.

The above functions and responsibilities which have been delegated to the JATCs do not limit or preclude the University from the normal exercise of its management rights, including, but not limited to, the right to discipline apprentices.

#### **SECTION 6 – Selection Procedure**

The University shall have the sole discretion to determine the number of craft apprentices. Whenever the University determines that an apprentice position is to be filled, the selection will be made in accordance with the UCLA-SETC Skilled Crafts Agreement, Article 11 Promotion and Transfer. In addition, to be considered for the position an applicant must:

- 1) be a UCLA employee who has held a career appointment for at least eighteen continuous months immediately preceding application,
- 2) be currently evaluated as a satisfactory or better employee.
- 3) be able to pass a test designed to determine aptitude for the specific craft to be apprenticed.
- 4) be able to pass an oral interview designed to determine suitability and potential for success in the program, and
- 5) not currently be in an apprentice position or terminated from any other apprentice position.

The selection committee may recommend to the JATC accelerated advancement of the apprenticeship where merited by previous work experience and/or related vocational education pursuant to Section 5, paragraph 5 (a) of these standards.

#### **SECTIONS 7 – Apprentice Agreement**

- 1) The standard term of apprenticeship is forty-eight months (four years) but may be less based on mutual agreement of the parties.

- 2) Each apprentice shall be required to sign an apprentice agreement which sets forth the intent of the University and the apprentice to abide by the requirements set forth in these standards.
- 3) Each apprentice agreement shall be signed by the apprentice and the responsible Department Head and the Union.
- 4) Each apprentice shall be furnished with a copy or given an opportunity to study these standards before signing the apprentice agreement. These standards shall be considered a part of the apprentice agreement as though expressly written therein.

### **SECTION 8 – Apprenticeship Duties**

- 1) Each apprentice shall receive such instruction and experience in the trade as is necessary to develop the skills, knowledge, and abilities required of a UCLA craftsman. He/she shall also perform other duties on the job that are commonly related to shop responsibilities.
- 2) Wherever possible, work experience and vocational educational will be coordinated to take place concurrently. Each apprentice shall satisfactorily perform all assigned work and learning requirements both on-the-job and in related instruction.
- 3) Each apprentice shall be evaluated by the JATC at least every six (6) months of the program to determine whether the apprentice is fulfilling the vocational and educational requirements of the program. If at any time the apprentice is not satisfactorily meeting the educational and/or vocational objectives of the program he/she shall be so informed by the JATC and, normally, be given one six (6) month extension to meet the requirements. Failure to meet the requirements will result in termination from the apprenticeship program and dismissal from employment. Under unusual circumstances, the University may, at its discretion, consider other options for employment.
- 4) Each apprentice shall be responsible for keeping a daily record of time spent in each on-the-job training assignment or work area and shall submit this record to the JATC during his/her periodic review.

- 5) Each apprentice shall be responsible for having his/her transcript submitted to the JATC at the end of each semester. See Section 10, Vocational Training, hereafter).
- 6) Each apprentice is required to comply with all the rules and regulations which apply to University employees and failure to do so may result in disciplinary action in accordance with the UCLA Skilled Crafts Agreement (see above).

### **SECTION 9 – On-The-Job Training**

- 1) Each apprentice shall be supervised by the craft superintendent and will work under the direction of a journey level craftsman.
- 2) Each apprentice will be trained in the use of new equipment, materials, and processes as they come into use at the University in the apprentice's craft.
- 3) Each apprentice shall satisfactorily complete 8000 hours of on-the-job training, unless otherwise mutually agreed by the parties to be fewer or greater hours.

### **SECTION 10 – Vocational Training**

- 1) Each apprentice shall participate in related and supplemental instruction normally scheduled outside of work hours.
- 2) The related and supplemental instruction shall include appropriate safety recommendations of the Environment, Health and Safety division and other recognized trade safety practices and accident prevention, including first aid and CPR.
- 3) Related and supplemental instruction will not be less than 144 hours per year.
- 4) Time spent in classroom instruction outside of normal working hours will not be considered time worked and will not be compensated.



- 5) Two unexcused absences in any given course is cause for immediate termination of the apprenticeship agreement and dismissal from employment.
- 6) Courses must be completed with a grade of “C” or better in order to be credited toward the program. However, if the overall GPA falls below a “B” average on a consistent basis, it may be deemed as a failure to demonstrate adequate academic progress. Apprentices will be required to submit a copy of course transcript to the JATC at the end of each semester.
- 7) If an apprentice fails to receive a grade of “C” or better in a course, he/she shall at the discretion of the JATC be given the opportunity to repeat the course one time. Failure to demonstrate adequate academic progress will result in termination of the apprenticeship agreement and dismissal from employment. Under unusual circumstances, the University may, at its sole discretion, consider other options for employment.
- 8) The University and SETC-United agree to share, in equal parts, the costs associated with tuition, books, or other training for established apprenticeship programs.
- 9) A schedule of required classroom training for each craft will be attached hereto and made a part hereof upon final agreement between the University and the Union.
- 10) Courses are available through the Los Angeles Unified School District, local community colleges, and approved vocational training centers.

**SECTION 11 – Work Processes**

A schedule of the on-the-job training requirements for each craft will be attached hereto and made a part thereof upon final agreement between the University and the Union.

**SECTION 12 – Wage Structure**

A craft apprentice shall be paid the following percentages of his/her respective craft wage rate as set forth in the UCLA-SETC-United Skilled Crafts Agreement:

First six months	Sixty percent (60%)
Second six months	Sixty-five percent (65%)
Third six months	Seventy percent (70%)
Fourth six months	Seventy-five percent (75%)
Fifth six months	Eighty percent (80%)
Sixth six months	Eighty-five percent (85%)
Seventh six months	Ninety percent (90%)
Eighth six months	Ninety-five percent (95%)

Upon completion of the program and approval by the JATC an apprentice shall receive the respective journey level rate of pay.

Nothing in this Section shall be construed to override any responsibility or authority granted to the JATC to accelerate or hold back the advancement of an apprentice as set forth in Section 5 of these standards.

**SECTION 13 – Completion Certificates**

A certificate of completion will be issued to each apprentice by the responsible Department Head and the JATC upon satisfactory completion of the apprenticeship program as approved by the JATC.

If an apprentice program becomes State Certified, the certificate of completion will be issued by the State Division of Apprenticeship Standards to the graduating apprentice upon satisfactory completion of the apprenticeship program.

The foregoing standards are hereby agreed to and adopted this 1st day of July 2011 and shall remain in effect so long as a provision binding UCLA to implement a crafts apprenticeship program is contained in a collective bargaining agreement between UCLA and SETC-UNITED.

The University of California, Los Angeles

State Employees Trade Council - UNITED

By:

By:

Lynne Thompson

David E. Houghal

Ronan Gallego

Kim Moore

Shirley P. Lewis

[Signature]

[Signature]

\_\_\_\_\_

[Signature]

\_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

## **Appendix E – Bulletin Boards**

### **Facilities Management Shop/Bldg.**

Second Floor Break Room (FM Building)  
Carpenter Shop (CS) (CSB1)  
South Zone Engineers (A3-129 CHS Watch Room)  
Electrical Shop (FM Building)  
Elevator Shop (FM Building)  
Floor/Night Crew (FM Building, Bay 1)  
Grounds (FM Building @ Irrigation Swipe In)  
Hardware Shop (Secure Area)  
Hospital Crew Shop (FM Building)  
North Zone Engineers (Royce Hall, Basement)  
Paint Shop Break Area (CSB 1)  
Plumbing Shop (FM Building)  
Sheet-metal Shop (CSB 1)  
DDC Shop (Young Hall, B Level)  
Tool Crib

### **ASUCLA**

Kerckhoff Hall, Room 144B

### **Housing & Hospitality Services**

Vending Services (Vending Office hear Hedrick Hall)  
OCH Maintenance (J Building Employee Work Room)  
UA North (Maintenance Shop, 3327 Sepulveda Boulevard)  
UA South, (925Weyburn)  
Lake Arrowhead (Maintenance Shop)

### **Healthcare Enterprise**

200 Medical Plaza  
Tiverton House  
CHS, BH 414  
SMH, Bulletin Boards, 1<sup>st</sup> and 9<sup>th</sup> Floors  
SMH, Central Plant Building  
SMH, Pavilion Office, Room B 126  
SMH, Engineering Office Bulletin Board

## **APPENDIX F - ALTERNATE/SERVICE ENGINEER SELECTION PROCEDURE**

### **A. Alternate Service Engineer Selection Procedure**

1. Notice of the Alternate Service Engineer exam will be posted on departmental bulletin boards for a minimum of one month prior to the deadline for applying to sit for the exam. The notice will state the date(s) and location of the written examination.
2. To qualify to sit for the exam the applicant must be regular career status University employee who has held the title of Lead or Stationary Operating Engineer (title codes 8235 or 8239) for a minimum of six months preceding the date of the examination.
3. Applications will be received by General Services Personnel Office which will initially screen the applications, ensuring that prospective applicants meet the criteria listed in Section A.2.
4. The validated written examination will be administered, and scored by General Services Personnel. In order for an applicant to receive an oral interview, he/she must have a passing score on the examination of 75% on each section of the test.
5. Applicants passing the exam will be pooled by department and ranked. The top ten (10) applicants in each departmental pool will be contacted by the respective hiring department to arrange an oral interview. Written test scores are discounted and all candidates will have equal status during the interview process.
6. Test scores, interview ratings, personnel evaluations, and personnel files of the applicants will be reviewed by the interview panel. The top rated applicants based on these selection criteria will be offered the appointment of Alternate Service Engineer.
7. Names of applicants not selected but who qualified for an oral interview will be retained until the next written examination is given. Such individuals will be considered for any Alternate Service Engineer appointment which occurs prior to the next written examination.

8. In order to retain status as an Alternate Service Engineer, the incumbent must maintain a satisfactory evaluation in the alternate capacity. Failure to do so will result in the incumbent being returned to his/her prior career appointment and removal from the Service Engineer applicant pool as outlines in Section B.1.
9. Incumbents in the Alternate Service Engineer positions must reapply and successfully compete for such positions every two years from the date they initially passed the written examination.
10. Internal applicants will be notified of results in writing and may discuss the reasons for non-selection with the respective hiring department.

## **B. Service Engineer Appointments**

1. All Alternate Service Engineers in the departmental pool are considered for open, vacant Service Engineer positions within his/her department. Alternate Service Engineers may request not to be considered for open, vacant positions.
2. The University may seek applicants from sources other than the Alternate Service Engineer departmental pool when Service Engineer positions are open and require special skills, such as extensive knowledge of chemistry, electronics, building management systems or sterilization techniques. This does not preclude existing Alternates from competing for these positions.
3. The interview panel will conduct and rate oral interviews of all applicants, review applicants' personnel files, and review applicants' performance evaluations.
4. In the case of two candidates who are substantially equally qualified, the criteria for selection shall be in accordance with seniority in classification.
5. Internal applicants will be notified of results in writing and may discuss the reasons for non-selection with the respective hiring department.

## APPENDIX G - - SIDE LETTER

### Family and Medical Leave — Military Caregiver Leave

An eligible employee may take Military Caregiver Leave to care for a family member or next of kin who is a covered service member undergoing medical treatment, recuperation or therapy for a serious injury or illness.

#### a. Leave Entitlement

An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single 12-month leave period. For purposes of this type of Family and Medical Leave only, a single 12-month leave period is the period beginning the first day an employee takes leave to care for the covered service member and ends twelve (12) months after that date.

Leave is applied on a per-covered service member, per-injury basis. Eligible employees may take more than one period of twenty-six (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 twenty-six (26) workweeks of leave may be taken within any single 12-month period. If an eligible employee does not use all of his/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 workweeks entitlement to care for the covered service member for that serious injury or illness is forfeited.

#### b. Reduced Schedule or Intermittent Leave

This leave may be taken on an intermittent or reduced schedule basis. If the employee's need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the employee should consult with his/her supervisor and make a reasonable effort to schedule the treatment so as to minimize the disruption to the University's operations. In addition, if the need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the University may require the employee to transfer temporarily (during the period when intermittent or reduced schedule leave is required) to an alternative position for which the employee is qualified and that better accommodates recurring periods of leave than the employee's regular position.

#### c. 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 members provide information) establishing that the service member is a covered service member for purposes of Military Caregiver Leave, his/her relationship with the employee, and an estimate of the leave needed to provide the care.




**d. Substitution of Paid Leave Benefits for Military Caregiver Leave**


An employee may elect to substitute accrued vacation (or PTO, if applicable) and/or up to twelve (12) workweeks of sick leave for unpaid Military Caregiver Leave. If an employee wishes to take unpaid Military Caregiver Leave and the employee's vacation accrual balance (or PTO balance, if applicable) is at the maximum, the employee will be required to use at least 10 percent of accrued vacation or PTO prior to taking unpaid Military Caregiver Leave.

**APPENDIX H -- SIDE LETTER RE HEALTH & WELFARE BENEFITS**

1. The University's Office of the President and the Union agree to meet no less than twice per calendar year to discuss changes, if any, to the University's health and welfare benefit programs. Such meeting shall occur in advance of the University's annual open enrollment period and will be held at UCLA.
2. In order to effectuate this meet-and-discuss process, the University will provide written notice and any information available at that time to SETC-United as soon as practicable but in no event later than sixty (60) days prior to the effective date of the proposed changes. Both parties agree to meet and discuss within fifteen (15) calendar days of the written notice.
3. The University shall provide up to four (4) hours paid release time for four (4) bargaining unit employees to participate in the meeting described herein.

  
\_\_\_\_\_  
Dave Haugland  
SETC-United

7-1-11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lynne Thompson  
UCLA Campus Human Resources

9/9/11  
\_\_\_\_\_  
Date

## **Appendix I – University Policies**

UCLA Catastrophic Leave Program

UCLA Email Policy and Guidelines

UCLA Smoke-Free Environment Policy

UCLA Policy on Substance Abuse in the Workplace

UC Supplement to Military Pay

UCLA Regulations on Activities, Registered Organizations and Use of Properties

UCLA Guidelines for the Use of Volunteers

UCLA Procedure for Nondiscrimination in Employment

UCLA Procedure for Reporting Whistleblower Complaints

UCLA Procedure for Sexual Harassment Complaint Resolution

UCLA Workplace Violence Prevention Policy


SETC-UNITED BARGAINING TEAM

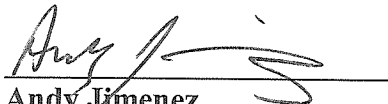
  
Dave Haugland, Chief Negotiator


  
Karl Chan

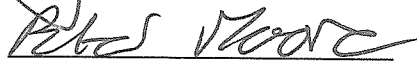
  
Gary Comer

  
Charlie DeStefano

  
John Guzman


  
Andy Jimenez

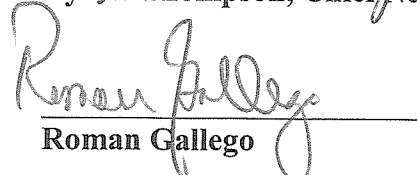
  
Mark Jones

  
Peter Moore

  
Jim Pfeiffer

UCLA BARGAINING TEAM

  
Lynne Thompson, Chief Negotiator

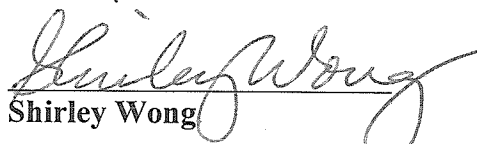
  
Roman Gallego

  
Sally Amato-Rogers

  
Scott Eriksson

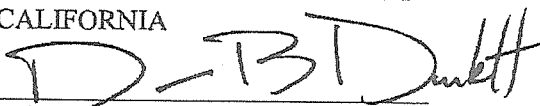
  
Val Padilla

  
Leroy Sisneros

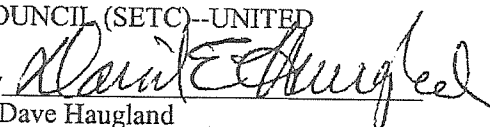
  
Shirley Wong

The foregoing Agreement between the State Employees Trades Council-United and the Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned representatives of each party.

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

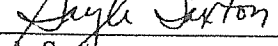
By   
Dwaine B. Duckett  
Vice President  
Human Resources, Office of the President

STATE EMPLOYEES TRADE  
COUNCIL (SETC)--UNITED

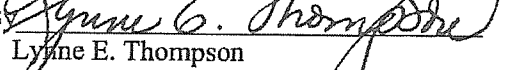
By   
Dave Haugland  
Chief Negotiator  
SECT-United

Date 8/3/11

Date June 10, 2011

By   
Gayle Saxton  
Director, HR Labor Relations  
Office of the President

Date July 28, 2011

By   
Lynne E. Thompson  
Chief Negotiator/Director of Labor Relations  
UCLA Campus Human Resources