MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND ITS
UNIVERSITY OF CALIFORNIA, SAN DIEGO

AND THE

STATE EMPLOYEES’ TRADES COUNCIL

SETC-UNITED

Skilled Crafts Unit

NOVEMBER 1, 2012

THROUGH

SEPTEMBER 30, 2015
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ARTICLE 1
RECOGNITION

A. This Agreement, effective November 1, 2012, is entered into between The Regents of the University of California, a corporation, referred to hereinafter as the "University," and State Employees’ Trades Council, SETC-UNITED, referred to hereinafter as the "Union." The University recognizes the State Employees’ Trades Council, SETC-UNITED, which was certified by the Public Employment Relations Board (PERB) on October 6, 2003, as the exclusive bargaining agent for matters within the scope of representation for the following classifications of UCSD employees, excluding those classes and/or employees designated as managerial, supervisory and confidential (as defined in HEERA).

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<th>TITLE CODE</th>
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<td>8106</td>
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<td>8110</td>
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<tr>
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<td>Lead Central Utilities Plant Operator</td>
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<td>8274</td>
<td>Central Utilities Plant Operator</td>
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ARTICLE 2
OUT OF CLASSIFICATION ASSIGNMENT/CLASSIFICATION REVIEW

A. The University may temporarily assign an employee to a position in a class different from that of his/her normal appointment. An employee who is temporarily assigned to perform all the duties on a full-time basis of a position in a higher classification for a period of fifteen (15) consecutive working days or more shall be paid at the rate of the higher class, for all hours worked in the out of classification assignment.

B. An employee who is temporarily assigned to perform the duties of a position in a class with the same or lower salary rate than the employee's regular appointment shall continue to receive the employee's regular rate of pay.

C. The University utilizes Series and Classification Concepts for job classifications within the Skilled Crafts unit. The Series and Classification Concepts include information about the duties found in a job title, factors that influence the level at which a position is classified, and general qualifications for an employee assigned to a particular job classification.

D. An employee may request, in writing, a review of the classification of his or her position. The University will inform employees of the process for requesting a reclassification. The review shall be based on the employee’s job description, as approved by the employee’s supervisor, and the Series Classification and Concepts.

E. The Union may provide input concerning a reclassification request(s) which may be discussed at a Labor-Management Relations meeting (pursuant to the provisions of Article 33 of this Agreement)
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 or 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 or through the At Your Service website 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.”

C. Seniority
1. As used in Article 18, Layoff and Reduction in Time, seniority is defined as an employee’s most recent hire date in a staff career position.

2. As used in Article 9, Overtime and Article 14, Vacation, seniority is defined as time in the classification in a shop or work location.

3. As used in Article 11, Promotions/Transfers, seniority is defined as bargaining unit seniority for Inter-Departmental Transfers and departmental bargaining unit seniority for Intra-Departmental Transfers and Promotions.

D. Rates of Pay
1. Base rate of pay is the amount as listed in Article 43 - Wages.

2. Regular hourly rate of pay is the employee’s base rate of pay plus any shift differential and any Specialty Assignment pay.

E. Classifications
The term “classification” shall refer to the job title and title code listed in Article 1, Recognition.

F. Day
Unless otherwise indicated herein, the term “day” shall refer to a calendar day.
ARTICLE 4
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 workforce including but not limited to the right to:

   a. Establish the University's missions, programs, objectives, activities and priorities.
   b. Plan, direct and control the use of resources, to achieve the University's missions, programs, objectives, activities and priorities.
   c. Develop, implement, and administer affirmative action programs.
   d. Establish, modify and administer procedures, rules and regulations, and determine the methods and means by which operations are to be carried on.
   e. Introduce new or improved methods, programs, equipment or facilities, or change or eliminate existing methods, programs, equipment or facilities.
   f. Determine the location or relocation, reorganization, or discontinuance of operations.
   g. Determine where employees shall work.
   h. Determine and modify job classifications and job descriptions.
   i. Assign work, schedule days and hours of work including overtime.
   j. Establish the size, composition and qualifications of the workforce.
   k. Recruit, hire, assign, direct, develop, promote, transfer, demote or layoff casual, career, or probationary employees.
   l. Establish, modify and enforce standards of performance, conduct and safety for employees.
   m. Maintain safety in its operations.
   n. 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 Article 21, Grievance Procedure or Article 22, Arbitration Procedure 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 5
NONDISCRIMINATION IN EMPLOYMENT

A. Within the limits imposed by law or University regulations, the University, in the application of the provisions of this Agreement, shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), status as a covered veteran, service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994), age, or citizenship.

B. The University shall not discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation.

C. Allegations that this Article has been violated by the University, shall be grievable and/or arbitrable only when pertaining to an alleged discriminatory application of another provision of the Agreement that is grievable and/or arbitrable.

ARTICLE 6
PROBATIONARY PERIOD

All new career employees shall serve a probationary period of six (6) calendar months of continuous service at one-half (1/2) 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. Prior to the completion of the probationary period, an employee may be released at the discretion of the University and without recourse to Article 21, Grievance Procedure or Article 22, Arbitration Procedure of this Agreement.

ARTICLE 7
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 Appointments
1. Limited Appointments are established at any percentage of time, fixed or variable, and are not expected to continue for more than one thousand (1,000) hours in a twelve (12) month period.

2. Limited appointees shall not normally be hired instead of career employees.
3. Except as provided below, in the event that an employee with a limited appointment attains one thousand (1,000) hours of qualifying service within a twelve (12) month period, without a break in service of at least one hundred twenty (120) consecutive calendar days, the incumbent shall convert to career status of at least fifty percent (50%) time upon reaching the one thousand (1,000) hour threshold.

   a. Qualifying service includes all time on pay status in one or more limited 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 one thousand (1,000) hours of qualifying service.

   c. Any break in service of one hundred twenty (120) days or longer shall result in a new twelve (12) month period for purposes of calculating the one thousand (1,000) 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. Conversion to career status, as provided in Section 3, above, shall not occur when:

   a. the employee is hired as a 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 (1) time" funding, of eighteen (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. Employees in limited appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to Article 21, Grievance Procedure or Article 22, Arbitration Procedure of this Agreement.
ARTICLE 8
HOURS OF WORK

A. Work Schedule
   1. The workweek for employees shall be from 12:01 a.m. Monday morning to 11:59 p.m. the following Sunday. Workweeks beginning and ending on a day other than the above may be scheduled by the University.

   2. The standard work schedule for full-time employees shall be forty (40) hours per workweek, normally scheduled in shifts of either eight (8) or ten (10) hours, excluding a meal period, except for employees in continuous operations whose workweek may be altered to accommodate regular rotation changes in shifts.

B. Alternate Work Schedules
   1. The University and SETC will review the feasibility of implementing alternate work schedules in those work units in which employees have indicated an interest in such schedules.

   2. Nothing in this Section B. shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

C. Meal Periods
   1. Employees shall be permitted to take a meal period not to exceed thirty (30) minutes scheduled at or near the middle of the shift. Such meal period shall not count as time worked nor time on pay status.

   2. An employee who is required to return to work during a scheduled meal period and whose meal period is not rescheduled shall be paid for the meal period.

   3. An employee required to stand watch and remain on the job at their work station for their full shift period shall be permitted to take a meal period, not to exceed thirty (30) minutes, when and as their duties permit. Such meal period shall be counted as time worked.

   4. An employee, except a watch stander, who works a period of six (6) continuous hours or more from the last scheduled meal period, shall be permitted to take a meal period not to exceed thirty (30) minutes, if conditions permit.

   5. The University agrees to reimburse employees who are traveling on official University business for meals, under the same terms and conditions as provided to non-represented staff employees who are not managerial, supervisory or confidential.
D. **Notice of Work Schedule**
   All work schedules showing employees' work shifts shall be prepared in written form and normally posted ninety (90) days in advance of the scheduled shift. Employees shall be notified of changes in work schedules at least ten (10) working days in advance except for emergencies and/or to meet unusual operational requirements.

E. **Rest Periods**
   1. A rest period not to exceed fifteen (15) minutes may be granted to employees for each half shift worked. Rest periods should, when possible, be taken at or near the midpoint of the shift.

   2. The rest period shall not be taken at the beginning or end of a work period or combined with a meal period. 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.

F. **Clean Up Time**
   1. Employees shall be permitted a fifteen (15) minute clean up period at the end of each work shift, which shall include preparation of time cards where required.

   2. A longer clean up period shall be granted when necessary upon the approval of the designated supervisor to employees whose job involves excessive contact with dirty or greasy tools, objects, or equipment.

G. **Trading of Shifts**
   An employee may trade shifts only upon written request and permission of supervision.

H. **Premium Pay**
   1. **Call-Back Time**
      a. Call-back refers only to those instances when an employee is ordered back to work without prior notice or in those instances when prior notice is given but the work begins at least three (3) hours after the completion of the regular work schedule.

      b. An employee who is called back shall receive credit for a minimum of four (4) hours compensation at the employee's straight time rate of pay.

   2. **On-Call**
      On-call is time during which an employee is not required to be at the work location or at the employee's residence but is required to restrict activities and be available for return to work. An employee placed on-call shall be compensated at twenty-five (25) percent of their hourly rate for each hour on call. If called to work, the time actually worked is regular time or overtime as appropriate. An employee in on-call status is not eligible for minimum call-back payments.
3. **Time off Between Shifts**  
Each Maintenance Systems Operator and Central Utilities Plant Operator shall normally have a minimum of twelve (12) hours off before the start of his/her next regularly scheduled shift. When an employee has less than twelve (12) hours off between such shifts, e.g., an employee who changes from the day shift to the graveyard shift because the employee is changing from an assigned shift to another assigned shift, 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 (e.g., an employee who has only seven and one-half (7 1/2) hours off between such shifts shall be paid one and one-half (1 1/2) times the regular hourly rate for the first four and one-half (4 1/2) hours of the shift).

**ARTICLE 9**  
**OVERTIME**

A. **Definition**  
Overtime shall be defined as those hours which are worked by an employee in excess of forty (40) hours worked in one (1) week.

Holiday(s), vacation day(s), jury duty or witness leave, and day(s) on compensatory time off shall be included as hours worked for the purpose of determining those hours worked in excess of forty (40) hours in one (1) week.

B. **Compensation**  
All hours worked over forty (40) hours worked in any one (1) week shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. Shift differentials shall be included in the regular hourly rate of pay.

Unless the employee and the University agree otherwise, overtime will be paid. An employee may, upon hire and thereafter during the month of June, file a written indication of preference for either compensatory time off or pay with her/his immediate supervisor. The University shall grant the preference indicated.

No more than one hundred twenty (120) hours of overtime which require compensation at the time and one-half (1/2) rate (that is, one hundred eighty (180) hours of compensatory time off) may be accumulated. An employee shall be paid for hours of overtime which exceed this limit.

C. **Scheduling Compensatory Time Off**  
Compensatory time off shall be scheduled by the Department Head and taken within two (2) six (6) month bank periods (January 1- June 30; July 1-December 31). Banked compensatory time off which is not paid or scheduled within the bank period in which it is earned or the banked period following that in which it is earned shall be paid in the next regularly scheduled pay period.
When compensatory time off is taken or paid, it is compensated at the employee's current rate of pay. However, upon separation from employment, compensatory time off accrued at the time and a half rate shall be paid at the employee's current rate of pay or at the employee's average rate of pay for the last three (3) years, whichever is higher.

Employees may request use of compensatory time off; such requests will be granted subject to the operational needs of the University. Use of compensatory time off requires prior approval in accordance with departmental policy. The University may require employees to take compensatory time off.

Any accrued compensatory time off shall be paid to the employee when the employee leaves the bargaining unit, but remains employed by the University.

The compensatory time off provisions of this Agreement shall not apply to watch standers.

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

E. Distribution of Overtime
   1. Overtime shall be assigned based upon the employee's ability to perform the work and operational needs of the University. The University shall post a monthly and year-to-date record of overtime distribution in each shop or work location.

   2. Planned Overtime
      To the extent possible, in accordance with the provisions of section E.1., planned overtime shall be offered to the most senior employee, then the next most senior and so on, until all employees in the shop or work location have been offered overtime, at which time, the most senior employee is again offered an overtime assignment. For the purpose of this section, seniority shall be based on the employee's time in the classification in a shop or work location.

F. No Pyramiding of Overtime
   There shall be no compounding/pyramiding of overtime payments.

G. Overtime Meals
When an employee's regularly assigned shift is extended more than three (3) hours, and that period extends past the employee's regular meal time, he/she shall be reimbursed for actual meal expenses up to a maximum of ten dollars ($10.00). A person who has been called in to work overtime, or works planned overtime, is not entitled to be paid for a meal, even though this overtime requires him to work past a regular meal time.

ARTICLE 10
PERFORMANCE EVALUATION

A. Performance Evaluation is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of his/her duties. The performance evaluation is not in and of itself a disciplinary procedure.

B. The performance of each career employee shall be evaluated at least once a year, in accordance with a process established by the University. Performance evaluations shall be placed in the employee's personnel file.

C. If an employee does not receive an evaluation of performance as provided in the above section, he/she may request that an evaluation be done. Upon request, a performance evaluation shall be provided within thirty (30) calendar days. Time limits may be extended by mutual agreement of the parties. If not provided, there shall be a rebuttable presumption that the employee performed satisfactorily.

D. Disputes arising from this Article may be reviewed under the Grievance Procedure of this Agreement, Article 21, but shall not be subject to the Arbitration Procedure, Article 22, of this Agreement.

ARTICLE 11
PROMOTIONS/TRANSFERS

A. Definitions
   1. A "transfer" is the change of an employee from one position to another which is in a classification having the same salary range maximum.

   2. A "promotion" is the change of an employee from one position to another position which is in a classification having a higher salary range maximum.

   3. A position "vacancy" exists when the University determines that there is an open, active position for which recruitment is to be undertaken.
B. **Recruitment**  
When any vacancy or new career position is available it shall be made known to employees via an electronic recruitment system or other means employed by the University. The University may limit the recruitment to internal applicants.

C. **Selection**  
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.

D. **Promotions**  
Employees desiring to compete for promotional opportunities shall meet the minimum qualifications for the position or classification in which they are interested. The applicant(s) (internal or external) judged to be best qualified for open position(s) will be selected for those positions. In those cases where qualifications are essentially equal, departmental bargaining unit seniority will be the factor for selection provided that affirmative action guidelines have been met.

E. **Inter-Departmental Transfers**  
Employees desiring to compete for lateral transfer opportunities to a position in another department shall meet the minimum qualifications for the position or classification in which they are interested. Employees who meet the minimum qualifications for the position or classification shall be interviewed by the department. The applicant(s) (internal or external) judged to be best qualified for open position(s) will be selected for those positions. In those cases where qualifications are essentially equal, the University shall first consider providing transfer opportunities to qualified career employee applicants, including considering their work performance history and experience. Among qualified career employee applicants whose qualifications are essentially equal, bargaining unit seniority will be the factor for selection provided that affirmative action guidelines have been met.

F. **Intra-Departmental Transfers**  
If an opening within another area of an employee's current department of assignment is posted, any qualified employee may request a lateral transfer to that area. If an employee requests such a transfer and possesses the skills and other qualifications required, the transfer will be effected. Any open position, which results from such a transfer, will then be posted. In those cases where qualifications are essentially equal, departmental bargaining unit seniority will be the factor for selection provided that affirmative action guidelines have been met. The above process will be followed until any and all positions have been filled.

G. **Interviews**  
Employees who are scheduled for a job interview for positions at UCSD shall be granted reasonable time off with pay as determined by the University, if the interview has been scheduled during the employee's scheduled work time.
H. Disputes
Disputes arising from this Article may only be reviewed under the Grievance Procedure of this Agreement, Article 21, but shall not be subject to the Arbitration Procedure, Article 22, of this Agreement.

I. 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, UCSD will provide assistance with the transfer of accrued vacation, sick leave and UCRP benefits if applicable, in accordance with University policies.

ARTICLE 12
HOLIDAYS

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

A. Eligibility for Holiday Pay
1. A full-time employee in a career position shall receive holiday pay if on pay status on the employee's last scheduled workday before the holiday and on the first scheduled workday following the holiday.

2. In addition, a full-time employee in a career position shall receive holiday pay in accordance with the following:
   a. A new and rehired full-time employee shall receive pay for any holiday immediately preceding the employee's first day of work provided the holiday is the first working day(s) of the month.
   b. A continuing full-time employee who is on approved leave without pay, temporary layoff, or furlough for a period of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday occurring in that period.
   c. A terminating full-time employee shall receive pay for any holiday immediately following the employee's last day of work provided the holiday is the last working day(s) of the month.

3. No employee shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence or a suspension for disciplinary reasons.

4. A full-time employee in a limited appointment position and any part-time employee shall receive holiday pay in accordance with the following table except that holiday pay is not granted for a holiday that occurs before the first day of work for a new or rehired employee, or after the last day of work for a terminating employee.
**HOLIDAY PAY FOR FULL-TIME LIMITED APPOINTMENT AND PART-TIME EMPLOYEES**

<table>
<thead>
<tr>
<th>Number of Hours on Pay Status**</th>
<th>Percent of Time on Pay</th>
<th>Hours of Holiday Pay***</th>
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</thead>
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<td>152* Hour Month</td>
<td>160* Hour Month</td>
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<td>136 - 144</td>
<td>143 - 152</td>
<td>150 - 160</td>
</tr>
</tbody>
</table>

* Paid hours, excluding holiday hours.

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

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

**B. Holidays Observed**

The following days shall be granted as holidays:
- Memorial Day
- Independence Day
- Administrative Holiday (to be celebrated as Caesar Chavez Day on the last Friday in March)
- Labor Day
- Thanksgiving
- Day after Thanksgiving (or an announced equivalent)
- Christmas Eve (or an announced equivalent)
- Christmas Day
- New Year's Eve (or an announced equivalent)
- New Year's Day
- Martin Luther King, Jr. Day
- President's Day (or an announced equivalent)
- Veteran's Day

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 And 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 the rate of time and one-half (1 1/2) of their regular rate of pay, for actual hours worked including any shift differential. In addition, the employee receives eight (8) hours of holiday pay at the regular straight-time rate, including any shift differential. Holiday pay as used in this section is not considered as hours worked for the purposes of determining overtime.

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 receives either another day off or holiday pay. Holiday pay is not considered as hours worked for the purpose of determining overtime. If another day off is granted in lieu of holiday pay, such day off will be considered as hours worked in the week in which it is taken, in accordance with Article 9, Overtime, Section A.

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 overtime, or is without pay.

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**ARTICLE 13**

**SICK LEAVE**

A. Sick leave is provided to continue the salary of career, probationary, limited appointment and part time employees who would otherwise be on pay status but are unable to work because of illness or disability. Sick leave is also provided for medical appointments, and in the event of death or illness of a family member.

B. Sick leave accrues each month based on the percent of time or number of hours on pay status during that month. Employees must be on pay status at least one-half (1/2) the working hours of a month to accrue sick leave credit for that month.

C. **Accrual Rate**
   Sick leave accrues at the rate of eight (8) hours per month for full-time employment.

D. **Eligibility**
   An employee shall accrue full or proportionate sick leave credit for a month in accordance with the Sick Leave Credit Table (Section E.). The following criteria shall apply:

   1. An employee must be on pay status at least one-half (1/2) the working hours of the month to accrue sick leave for that month.
2. Sick leave shall accrue during leave with pay.

3. Sick leave for each month shall accrue at the end of the month, except that an eligible terminating employee shall accrue proportionate sick leave through the last day on pay status.

4. Sick leave shall not accrue for time on pay status in excess of forty (40) hours in any workweek.

5. There is no maximum on the amount of sick leave that may be accrued.

6. A full-time career employee who is on approved leave without pay accrues full sick leave credit for that month provided the employee is on pay status at least one-half (1/2) the working hours of the month.

E. Sick Leave Credit Table

<table>
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<tr>
<th>160 Hour* Month</th>
<th>168 Hour* Month</th>
<th>176 Hour* Month</th>
<th>184 Hour* Month</th>
<th>Percent of Time on Pay Status</th>
<th>Hours of Sick Leave Earned</th>
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<td>94 - 100</td>
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</table>

*Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

F. 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. An employee shall not use accrued sick leave beyond a predetermined date of separation, including retirement or layoff, or any leave without pay.

3. Proof of illness or disability may be required from an employee when a pattern of abuse is confirmed by the supervisor. When a request for proof of illness or disability is to be made, the supervisor shall seek approval from a designated University manager. The employee involved shall be notified by the appropriate supervisor or manager in writing as soon as practicable of this sick leave restriction/requirement. The notice shall include the duration of the restriction/requirement and the reason(s) for the restriction.
4. 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.

5. In addition to use of sick leave as stated in 4. above, a pregnant employee on approved leave without pay on the date of pregnancy disability is entitled to use accrued sick leave beginning on the date of pregnancy disability and continuing through the period that she is physically unable to perform the normal duties of her job.

6. 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, spouse, son, daughter, brother or sister, or of any other related person who is residing in the employee's household.

7. An employee who becomes ill while on vacation shall be permitted to use accrued sick leave if that employee is under the care of a physician and submits a physician's statement, but may not use accrued sick leave in the event of illness of a family member.

8. An employee 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, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandparent, or any other related person who is residing in the employee's household.

9. An employee who has accrued sick leave but who is presently employed less than one-half (1/2) time may use accrued sick leave, but not in excess of that employee's present scheduled hours of work for any day.

G. Provisions
An employee who is transferred, promoted, or demoted from one University position to another University position in which sick leave accrues, shall have the sick leave transferred, unless prohibited by the terms and conditions of employment of the position to which transferred. An employee who is transferred, promoted, demoted to a position in which sick leave does not accrue shall not have prior 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.

H. An employee who is reemployed after a break in service of less than fifteen (15) calendar days shall have all sick leave from prior service reinstated.

I. 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.

J. State of California service is included as University service for the purpose of applying paragraphs H. and I. above.
K. Catastrophic Leave
Employees in this unit are eligible to participate in the University's catastrophic leave program to the same extent possible and under the same conditions as normally provided to non-represented staff employees who are not managerial, supervisory or confidential.

ARTICLE 14
VACATION

A. Vacation Credit
Vacation credit for eligible employees is earned each month based on the percent of time or number of hours on pay status for that month at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half (1/2) the working hours of a month to earn vacation credit for that month.

B. Rate of Earning Vacation
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 ten (10) hours per month for an employee who has rendered less than ten (10) years of qualifying service;

2. At the rate of twelve (12) hours per month for an employee who has rendered at least ten (10) but less than fifteen (15) years of qualifying service;

3. At the rate of fourteen (14) hours per month 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 sixteen (16) hours per month for an employee who has rendered twenty (20) years or more of qualifying service.

C. Qualifying Service to Determine Rate of Vacation
Qualifying service to determine the rate of vacation credit shall be calculated as follows:

1. A month of service at one-half (1/2) 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 (1/2) 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. Eligibility to Earn Vacation
An employee appointed at fifty (50) percent or more of full-time for a period of six (6) months or more is eligible to earn vacation from the date of the appointment. An employee who is not eligible to earn vacation by the nature of the appointment becomes eligible to earn vacation after six (6) continuous months in pay status at fifty (50) percent or more and shall then be credited with vacation for the six (6) month period.

E. Waiting Period to Take Vacation
An employee who earned vacation from the date of the appointment shall not use such vacation until completing six (6) continuous months on pay status at fifty (50) percent or more.

F. An eligible employee who was employed from the State of California service following completion of six (6) months of State service at one-half (1/2) 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.

G. An eligible re-employed person who previously completed the required waiting period may use vacation credit without serving another waiting period, provided the break in service is less than six (6) months.

H. Accrual of Vacation
An employee shall accrue full or proportionate vacation credit for a month, in accordance with the Vacation Credit Tables (Section L.) shown at the end of this Article. The following criteria shall apply:

1. Vacation credit shall accrue during leave with pay.

2. Vacation credit for each month shall accrue 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 that month provided the employee is on pay status at least one-half (1/2) 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. 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.
I. **Scheduling of Vacation**

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

1. Vacation credit shall not be used prior to the time it is accrued.

2. Absence for illness, disability, or personal reasons may be charged to vacation.

3. Upon request, an employee shall be granted vacation before the employee's accrued credit reaches the maximum which the employee can accumulate.

4. An employee shall not be paid for vacation for the same period that the employee is working and on pay status in the employee's present position, or any other position paid by University funds (see exception in paragraph J.2. below).

5. Vacation schedules shall be established on the basis of seniority in an employee's classification and in a shop or work location. Vacation requests may be submitted by an employee in the month of March for vacations to be taken between April 1 and September 30 of that same calendar year. Vacation requests submitted after March 31 shall be reviewed on a "first-come, first-served" basis. Vacation requests may also be submitted in the month of September for vacations to be taken from October 1 of the same calendar year through March 31 of the next calendar year. Exceptions to these vacation requests may be granted to an employee who has made or wishes to make long-term vacation plans.

   By mutual agreement of the parties, a department or unit within a department may allow employees to schedule vacation four (4) times per year, as determined by the department(s). When the parties agree upon vacation scheduling for a department or unit within a department, the implementation of the schedule may be discussed at a Labor-Management Relations meeting.

6. An employee may split his/her vacation time, but preference according to seniority shall only apply to one of the two requests for vacation in that calendar year.

7. Occasional unscheduled vacation days may be granted subject to the operational requirements of the University, and provided that they are requested at least five (5) working days in advance.

8. Emergency vacation days may be granted at the discretion of the supervisor. The request for emergency vacation shall be requested 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, shall be submitted to the designated University manager prior to payment.

9. Vacation schedules shall be posted in each shop or work location.
J. 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 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 or who is transferred to or from Department of Energy contracts shall be paid for accrued vacation.

K. 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. 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.

L. Vacation Credit Tables

| VACATION CREDIT FOR EMPLOYEES HAVING LESS THAN 10 YEARS OF QUALIFYING SERVICE |
|---|---|---|---|---|---|
| 160 Hour* Month | 168 Hour* Month | 176 Hour* Month | 184 Hour* Month | Percent of Time on Pay Status | Hours of Vacation Earned |
| 0 - 79 | 0 - 83 | 0 - 87 | 0 - 91 | 0 - 49 | 0 |
| 80 - 87 | 84 - 92 | 88 - 96 | 92 - 101 | 50 - 54 | 5 |
| 88 - 103 | 93 - 109 | 97 - 114 | 102 - 119 | 55 - 64 | 6 |
| 104 - 119 | 110 - 125 | 115 - 131 | 120 - 137 | 65 - 74 | 7 |
| 120 - 135 | 126 - 142 | 132 - 149 | 138 - 156 | 75 - 84 | 8 |
| 136 - 151 | 143 - 159 | 150 - 167 | 157 - 174 | 85 - 94 | 9 |
| 152 - 160 | 160 - 168 | 168 - 176 | 175 - 184 | 95 - 100 | 10 |
### VACATION CREDIT FOR EMPLOYEES HAVING 10 BUT LESS THAN 15 YEARS OF QUALIFYING SERVICE

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<th>184 Hour* Month</th>
<th>Percent of Time on Pay Status</th>
<th>Hours of Vacation Earned</th>
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* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.
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* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

ARTICLE 15
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 and Military Leave for Physical Examinations 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.

Military Caregiver Leave is an additional type of Family Care and Medical Leave available to eligible employees, as used in Article 16, Leaves of Absence.
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 (1) 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 14, Vacation, Article 13, Sick Leave and Article 12, 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 accrue vacation and sick leave and receive holiday pay in accordance with Article 14, Vacation, Article 13, Sick Leave, and Article 12, 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. Re 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.

ARTICLE 16
LEAVES OF ABSENCE

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

1. Pay Status
   Periods on leave with pay shall be considered time worked, except as provided in Section D., Family Care and Medical Leave.

2. Benefit Eligibility
   a. Periods of approved leave without pay are not counted as University service and shall not be considered a break in service. Except as provided for Pregnancy Disability
Leave and Family Care and Medical Leave (see Sections C. and D. of this Article), an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans as determined by plan documents and regulations for the period of the leave by remitting, in accordance with the provisions of the applicable plans, the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

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

3. Requests for Leave
Except as provided in Section D., Family Care and Medical Leave, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leave shall contain the requested beginning date, end date, estimated duration of the leave, and any additional information as required.

4. Duration
The duration of the leave, commencement of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section D., Family Care and Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months, or twelve (12) months, if extended.

5. Return to Work
a. Except as provided in Section C., Pregnancy Disability Leave, and Section D., Family Care and Medical Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six (6) calendar months or less, or twelve (12) months if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff.

b. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job, if such failure to return exceeds five (5) consecutive working days of the anticipated return date.

c. An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in
accordance with the provisions of the section under which the additional leave was
granted.

d. 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. Personal Leave

1. An employee in a career position may be granted a personal leave for the employee's
convenience, subject to the operational needs and requirements of the University. In
special situations, a personal leave for temporary employment outside the University may
be approved provided that the outside work is in the interest of public service and/or will
be beneficial to the University upon the employee's return.

2. A personal leave may also be granted for an extended illness or to care for a newborn or
newly-adopted child (see D.2.a.4), need to provide care for members of the family, and
education which will directly increase job effectiveness.

3. A Department Head may approve a personal leave for a period not in excess of six (6)
months. The Chancellor, upon recommendation of a Department Head, may approve
extension of a personal leave for a total leave of not more than twelve (12) months.

C. Pregnancy Disability Leave

1. A female employee disabled on account of pregnancy, childbirth, or related medical
conditions, is entitled to a medical leave of absence in accordance with the provisions of
this Article. Pregnancy Disability Leave may consist of leave without pay and/or paid
leave such as accrued sick leave, accrued vacation leave, and compensatory time off. The
employee shall provide written notice of the need for leave as soon as she becomes aware
of it and, at a minimum, thirty (30) days in advance if possible.

2. Verification of medical disability for pregnancy-related purposes shall include, but is not
limited to, a statement of a health care provider (as defined in Section D.1.i. of this
Article) of the anticipated duration of disability; the estimated date of delivery; a
statement that the employee is incapable of performing the essential assigned functions of
her job; and the anticipated date that the employee will be able to perform the essential
assigned functions of her job.

3. Time Periods
a. During the period of verified pregnancy-related/childbearing disability, a female
employee is entitled to and the University shall grant a medical leave of absence of up
to four (4) months. If a career employee's pregnancy-related/childbearing medical
disability continues beyond four (4) months, a personal leave of absence may be
granted, for a total leave of absence not to exceed six (6) months.

b. If an employee on approved Pregnancy Disability Leave is also eligible for leave
under the federal Family and Medical Leave Act (FMLA), up to twelve (12)
workweeks of such leave shall run concurrently. Upon termination of Pregnancy
Disability Leave that runs concurrently with FMLA Leave, an employee shall also be entitled, if eligible, to up to twelve (12) workweeks of state Family Care and Medical Leave under the California Family Rights Act (CFRA) for any covered reason except pregnancy or a pregnancy-related medical condition provided the employee has not exhausted her FMLA/CFRA leave entitlement for that leave year. When parental leave is granted under Section D., Family Care and Medical Leave, the total of parental leave and pregnancy related/childbearing disability leave, when combined, shall not exceed seven (7) months in the leave year.

4. Return from a Pregnancy/Disability Leave
An employee who has been granted a medical leave of absence for pregnancy/childbearing disability purposes shall be returned to the same job provided the employee returns to work immediately upon termination of the pregnancy-related/childbearing disability and provided such return is within four (4) months of the date on which the pregnancy-related/childbearing medical leave commenced. If the same job was abolished during the leave, a similar job will be offered. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. A female employee who is also granted Parental Leave under Section D., Family Care and Medical Leave, shall be returned to work in accordance with Section F.5 of this Article.

5. Continuation of Health Benefits
An employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave shall not be entitled to an additional twelve (12) workweeks of health plan coverage under the CFRA.

6. Reduced Schedule/Intermittent Leave
When medically necessary, and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one (1) day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of four (4) months in any twelve (12) month period.

As an alternative to, or in addition to Pregnancy Disability Leave, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee and with the advice of the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.
D. Family Care and Medical Leave
Employees who have at least one (1) year of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement) and have worked at least one thousand two hundred fifty (1,250) hours (actual hours worked) during the twelve (12) 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 Care and Medical Leave in a calendar year, except as otherwise provided in this Article. Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation and leave of absence without pay.

1. Definitions
   a. Parental Bonding Leave is Family Care Leave granted to an employee to bond with an employee's newborn child or placement with the employee for adoption or foster care, and to attend to matters related to the birth, adoption or placement of the child.

   b. Medical Leave is leave granted for the employee's own serious health condition that makes the employee unable to perform any one or all of the essential assigned functions of the employee's position. An employee disabled because of pregnancy-related conditions is covered under Section C. of this Article.

   c. Family Illness Leave is leave to care for the employee's child, parent or spouse with a serious health condition.

   d. A Family member, for the purpose of Family Care Leave, is the employee's biological, adopted, or foster child, a stepchild or legal ward who is under eighteen (18) years, a child for whom the employee stands in loco parentis, or an adult dependent child.

   e. A Parent, for the purpose of Family Care Leave, is a biological, foster, or adoptive parent, a stepparent or 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 unless they stood in loco parentis.

   f. Spouse means a partner in marriage.

   g. An employee's own serious health condition means an illness, injury, impairment, or physical or mental condition that makes the employee unable to perform any one or all of the essential assigned functions of the employee's position and involves one of the following:

      1. inpatient care in a hospital, hospice, or residential medical care facility; or

      2. continuing treatment by a health care provider for:
a. a period of incapacity of more than three (3) consecutive calendar days; or

b. any period of incapacity or treatment due to a chronic serious health condition; or

c. any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

h. A serious health condition for the purpose of family illness means an illness, injury, impairment, or physical or mental condition, as described in D.I.g. above, of the employee's child, parent or spouse which requires the participation of the employee to provide supervision or care during a period of incapacity or treatment including providing psychological comfort.

i. Health care provider means an individual who is licensed in California to hold either a physician's certificate, surgeon's certificate or an osteopathic physician's certificate, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), nurse practitioners and nurse-midwives performing within the scope of their practice, Christian Science practitioners, any individual duly licensed to practice medicine in another state or jurisdiction, or any health provider that the employee's plan carrier recognizes for purposes of payment.

j. Equivalent position has the same pay, benefits, and working conditions, including the same or substantially similar duties and responsibilities, which entail substantially equivalent skill, effort, responsibility, and authority.

k. One thousand two hundred fifty (1,250) hours of Actual Service means time actually spent at work and does not include any paid time off including, but not limited to, an employee's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status. For employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the one thousand two hundred fifty (1,250) actual hours of work requirement.

2. General Provisions
   a. Time Periods
      1. For Family Care Leave purposes only, twelve (12) workweeks mean twelve (12) workweeks in a calendar year for full-time employees. For employees who work less than full-time or who work full-time but on alternative work schedules, the number of working days shall be adjusted on a pro-rata basis. In the event University policy and/or applicable State or Federal law result in a different date of commencement for this twelve (12) month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University staff employees.
2. When medically necessary and supported by medical certification, the University shall grant an employee Family Care and/or Medical Leave on a reduced work schedule or on an intermittent basis including absences of less than one (1) day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of twelve (12) workweeks in the leave year.

3. When the employee requests an intermittent leave or leave on a reduced leave schedule for a planned medical treatment, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

4. A personal leave may also be granted to career employees who are ineligible for Family Care and Medical Leave or who are eligible for Family Care and Medical Leave but have exhausted their twelve (12) workweek entitlement in one (1) work year, for extended illness or to care for a newborn or newly-adopted child. Such leave may consist of leave without pay and/or paid leave such as accrued sick leave and vacation.

5. The leave shall be requested at least thirty (30) days in advance if possible.

b. Continuation of Health Benefits
An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in the leave year. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family Care and Medical Leave shall not be entitled to an additional twelve (12) workweeks of health plan coverage under the CFRA. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

c. Notice
1. If the employee learns of the event giving rise to the need for leave more than thirty (30) days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and at a minimum, thirty (30) days prior to the commencement of the leave, if practicable.

2. If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the employee shall make reasonable efforts to schedule leaves so as to avoid disruption to the University's operations.
3. If the need for leave is unforeseeable or actually occurs prior to the anticipated
date of a foreseeable leave, the employee shall provide the University with as
much advance notice as is practicable, and at a minimum, within two (2)
working days after learning of the event, except in extraordinary circumstances
where such notice is not feasible.

4. An employee who fails to give thirty (30) days’ notice for a foreseeable leave,
with no reasonable basis for the delay, may have his/her Family Care and/or
Medical Leave delayed until thirty (30) days after the date on which the
employee provides notice.

5. The University shall determine whether the employee is eligible and qualifies
for a Family Care or Medical leave and shall notify the employee, in writing,
when the leave is designated or provisionally designated as Family Care or
Medical leave. The duration and terms of the leave and the date of return are
determined when the leave is granted. Extensions, if any, up to an aggregate of
twelve (12) workweeks in the leave year may be granted in accordance with this
Section.

d. Certification

1. When leave is requested for the employee's own serious health condition, the
University may, at its discretion, require that an employee's request for Family
Care or Medical Leave be supported by a written certification issued to the
University by the employee's health care provider. Such request to the employee
shall be in writing. The certification may be provided on a form given to the
employee by the University and shall, regardless of the format, in addition to
certifying that the employee has a serious health condition, include the following:

a. a statement as to whether the employee is unable to perform any one or
   more of the essential assigned functions of the position including a
   statement of the function(s) the employee is unable to perform;

b. the date, if known, on which the serious health condition commenced; the
   probable duration of the condition and the probable date of return; an
   estimate of the amount of time that the health care provider believes the
   employee needs to care for the individual requiring care;

c. whether it will be necessary for the employee to take leave
   intermittently or to work on a reduced leave schedule, and if so, the
   probable duration of such schedule; and

d. if the condition is chronic and the employee is presently
   incapacitated the duration and frequency of episodes of incapacity.
2. When a leave of absence is requested for the serious health condition of the employee's family member, the University shall require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee's family member has a serious health condition, include:

   a. a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care;

   b. whether the employee's family member will need care intermittently or on a reduced leave schedule and the probable duration that the employee is needed to provide care; and

   c. In addition, the employee will be required to certify either on the form or separately the care he/she will provide to the family member and the estimated duration of the period of care.

3. Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider chosen by the University. Should the second medical opinion differ from the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.

4. If additional leave is requested upon expiration of the leave granted, or should the circumstances of the leave change, the University may, at its discretion, require the employee to obtain recertification. Such requests for subsequent certification shall be in writing.

5. If certification or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the leave being delayed until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in the delay of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given fifteen (15) calendar days to perfect the certification. Failure to perfect an incomplete
certification may result in denial of the leave or denial of continuation of the leave. If the employee fails to provide a certification/recertification or a completed certification/recertification and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA/CFRA leave.

6. An employee who has been granted a Medical Leave shall be returned to the same or an equivalent position when the employee has been medically released to perform the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the delay of reinstatement until after the employee submits the required medical release certification.

e. **Use of Accrued Paid Leave**

1. An employee on approved Family Care Leave may, at the discretion of the University, elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay. Up to thirty (30) days of accrued sick leave per year may be substituted for Family Care Leave granted under this section.

2. An employee on an approved Parental Bonding Leave may elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay.

3. An employee on leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 30, Work Incurred Injury or Illness. Employees not eligible for University disability benefits who are not on leave due to a work-incurred illness or injury shall use all accrued sick leave prior to taking leave without pay. An employee may elect to use accrued compensatory time off or accrued vacation before taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay.

f. **Parental Bonding Leave**

An eligible employee is entitled to Family Care Leave to bond with his/her child after the child's birth or placement with the employee for adoption or foster care, and to attend to matters related to the birth, adoption or placement of the child. Leave granted for such bonding purposes must be concluded within twelve (12) months following the child's birth or placement with the employee. The University will grant
Parental Bonding Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for leave under the FMLA/CFRA at the beginning of her Pregnancy Disability Leave shall be granted a Parental Bonding Leave for up to twelve (12) workweeks provided that the employee has not exhausted her FMLA/CFRA leave entitlement for that year.

1. Requests for Parental Bonding Leave
   The employee shall request Parental Bonding Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the employee. The anticipated date of return from Parental Bonding Leave shall be set at the time such leave commences; or if requested, in conjunction with a Pregnancy Disability Leave, shall be set at the time such leave commences. Parental Bonding Leave, when taken for adoption or foster care, could commence prior to the date of placement.

2. Duration
   When Parental Bonding Leave is combined with a leave for pregnancy-related and/or pregnancy disability, the total Pregnancy Disability/Parental Bonding Leave shall not exceed seven (7) months in the leave year.

3. The basic minimum duration of any Parental Bonding Leave is two (2) weeks. However, the University will grant an employee's request for a Parental Bonding Leave of less than two (2) weeks duration on any two (2) occasions during the leave year. The University, at its discretion, may request that any additional leaves requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

4. Review of Denials or Deferrals of Family Care Leave Requests
   If an employee's request for Family Care and/or Medical Leave is denied, deferred, or otherwise provided for a period shorter than the employee's initial request, such University action may, upon the employee's written request, be reviewed by the Department Head. Neither the University's action in granting or not granting a Family Care and/or Medical Leave nor the results of such review shall be subject to Article 21, Grievance Procedure or Article 22, Arbitration Procedure, of this Agreement.

5. Return to Work
   An employee granted Family Care and/or Medical Leave shall be returned to the same or an equivalent position upon return from the leave. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. A casual employee granted a Family Care and/or Medical Leave is not entitled to reinstatement to his/her
position if the employee's appointment ending date or predetermined date of separation occurs before the scheduled return date.

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

1. Eligibility Criteria and Duration
An eligible employee is entitled to up to twenty-six (26) weeks of Military Caregiver Leave during a single twelve (12) month leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered service member to be eligible for this type of leave and must meet the eligibility requirements for Family Care and Medical leave set forth in Section D. of this Article.

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

b. "Outpatient status" means the status of a service member assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

c. "Serious injury or illness" means an injury or illness (a) incurred or aggravated by the covered service member in the line of duty on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating; or (b) of a veteran of the Armed Forces (including the National Guard and the Reserves), provided that the veteran's injury or illness was incurred or aggravated in the line of duty on active duty and that the medical treatment, recuperation, or therapy that the veteran is receiving for that injury or illness is occurring within five (5) years of the date the veteran left the Armed Forces.
d. "Parent of a covered service member" means a covered service member's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered service member. The term does not include parents "in law."

e. "Son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

f. "Next of kin" means (a) the nearest blood relative of the covered service member (other than the covered service member's spouse, domestic partner, parent, son or daughter); or (b) the person who the covered service member has designated in writing as his or her nearest blood relative for purposes of Military Caregiver Leave.

g. "Single twelve (12) month leave period" means the period beginning on the first day the employee takes leave to care for the covered service member and ends eleven (11) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

3. Leave Entitlement
   Leave is applied on a per-covered service member, per-injury basis. Eligible employees may take more than one (1) 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 twelve (12) month period." If an eligible employee does not use all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered service member during this single twelve (12) month leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered service member for that serious injury or illness is forfeited. As with other types of Family Care and Medical Leave, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered service member, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates a recurring period of leave than does the employee's regular position.

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

5. **Use of Accrued Paid Leave**
Military Caregiver Leave is unpaid leave, except an employee may use sick leave in accordance with Article 13, Sick Leave and shall use accrued vacation time prior to taking leave without pay.

6. **Advance Notice**
Whenever possible, an employee shall provide at least thirty (30) days advance notice. If thirty (30) days' notice is not practicable, notice shall be given as soon as practicable. Failure to comply with this notice requirement may result in postponement of leave.

7. **Reinstatement**
Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 18, Layoff and Reduction in Time.

8. **Continuation of Health Benefits**
An employee on an approved Military Caregiver Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status during the leave.

h. **Qualifying Exigency Leave**
Qualifying Exigency Leave is an additional type of Family Care and Medical Leave available to eligible employees. If the employee is the spouse, domestic partner, son, daughter or parent of a "covered military member," the employee may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the covered military member is on active military duty or has been notified of an impending call or order to active military duty in the Armed Forces.

1. **Definitions**
a. "Covered military member" is an individual who is on "active duty or call to active duty status" and is either (a) a member of a regular component of the Armed Forces who is deployed to or returning from a foreign country due to
service with the Armed Forces, (b) a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, or Coast Guard Reserve) or (c) a retired member of the regular Armed Forces or the Reserves.

b. "Parent of a covered military member" means a covered military member's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered military member. The term does not include parents "in law."

c. "Son or daughter of a covered military member" means a covered military member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered military member stood in loco parentis, and who is of any age.

d. "Active duty or call to active duty status" means duty under a call or order to active duty (or notification of an impending call or order to active duty) in the Armed Forces.

e. "Qualifying exigency" is defined as any one of the following, provided that the activity relates to the covered military member's active duty or call to active duty status:

1. Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment.

2. Military events and activities, including official ceremonies.

3. Childcare and school activities for a child of the covered military member who is either under age eighteen (18) or incapable of self-care.

4. Financial and legal arrangements to address the covered military member's absence or to act as the covered military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status, and for the ninety (90) days after the termination of the covered military member's active duty status.

5. Counseling (provided by someone other than a health care provider) for the employee, for the covered military member, or for the child of the covered military member who is either under age eighteen (18) or incapable of self-care.

6. Rest and recuperation (up to five (5) days of leave for each instance) to spend time with the covered military member who is on short-term, temporary rest and recuperation leave during deployment.
7. Post-deployment activities to attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the covered military member's active duty and to address issues that arise from the death of the covered military member while on active duty status.

8. Additional activities related to the covered military member's active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency, and agree to both the timing and duration of the leave.

2. **Eligibility**
   An employee who is the spouse, domestic partner, son, daughter, or parent of a covered military member is eligible for Qualifying Exigency Leave if the employee meets the eligibility requirements for Family Care and Medical Leave set forth in Section D. of this Article.

3. **Leave Entitlement**
   Eligible employees are entitled to up to twelve (12) workweeks of Qualifying Exigency leave during a calendar year. As with other Family Care and Medical Leaves, Qualifying Exigency Leave also may be taken on an intermittent or reduced schedule basis.

4. **Documentation and Certification**
   Employees may be required to provide a copy of the covered military member's active duty orders. Employees may also be required to provide certification of: (1) the reasons for requesting Qualified Exigency Leave, (2) the beginning and end dates of the qualifying exigency, and (3) other relevant information.

5. **Use of Accrued Paid Leave**
   Qualified Exigency Leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.

6. **Notice**
   The employee shall provide notice of the need for leave as soon as practicable.

7. **Reinstatement**
   Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 18, Layoff and Reduction in Time.
8. **Continuation of Health Benefits**
   An employee on an approved Qualified Exigency Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in a calendar year.

i. **Military Spouse/Domestic Partner Leave**
   An employee who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a "qualified leave period" when the employee's spouse or domestic partner is on leave from a period of military conflict. "Qualified leave period" means the period during which the "qualified member" is on leave from deployment during a period of military conflict. An eligible employee shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. **Eligibility**
   To be eligible, an employee must satisfy all of the following criteria:

   a. be a spouse or domestic partner of a "qualified member" defined in I.2.;

   b. perform services for the University for an average of twenty (20) or more hours per week;

   c. provide the University with notice, within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, of the employee's intention to take the leave; and

   d. submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.

2. **Definitions**
   a. "Qualified member" means a person who is any of the following:

      1. a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or

      2. a member of the National Guard who has been deployed during a period of military conflict; or

      3. a member of the Reserves who has been deployed during a period of military conflict.

   b. "Period of military conflict" means either of the following:
1. a period of war declared by the United States Congress; or

2. a period of deployment for which a member of a reserve component is ordered to active duty, as defined in Military and Veterans Code section 395.10.

3. **Substitution of Paid Leave**
   This leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.

j. **Jury Duty/Grand Jury Duty**
   1. An employee summoned to jury duty must provide a copy of the summons to his/her supervisor upon request.

2. 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 normal workday and the normal workweek. Employees are required to report back to work as soon as possible after they are released from jury duty, unless there are less than two (2) hours remaining in their scheduled workday, in which case they should report to work on their next scheduled workday. Not returning in a timely manner may be considered an unexcused absence. Employees may be required to provide documentation from the court showing time served.

3. 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 (5) day, Monday through Friday, day shift basis.

4. A part-time employee in a career position shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the employee's regularly scheduled hours of work.

5. An employee who serves on jury duty on a holiday observed by the University is eligible for holiday pay, but does not receive an alternate day off.

k. **Witness Leave**
   1. 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 spent at the administrative or legal proceedings and in related travel, not to exceed the number of hours in the employee's normal workday and the employee's normal workweek.

2. 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.

3. 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.

1. **Leave for Work-Incurred Disability**
   An employee who is off pay status and receiving temporary disability payments under the Worker's Compensation Act may be granted, at the discretion of the Department Head, a leave without pay for all or part of the period during which temporary disability payments are received, except that any leave without pay which is granted shall not extend beyond a predetermined date of separation. Time on workers' compensation leave runs concurrently with FMLA/CFRA leave.

m. **Recording of Leaves**
   Each approved leave without pay shall be reported by submission of the appropriate payroll/personnel form. An absence is not considered an approved leave for purposes of University benefits unless this form is submitted.

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**ARTICLE 17**

**DISCIPLINE AND DISMISSAL**

A. **Definitions**
   1. **Discipline**
      Discipline occurs when any of the following actions are taken with respect to any employee: oral reprimand, written warning, suspension, demotion, or dismissal.

   2. **Demotion**
      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.

   3. **Dismissal**
      A dismissal is the termination of the employment of a non-probationary regular status employee initiated by the University for just cause.

B. **Grounds**
   A regular status employee may be disciplined or dismissed for just cause.

C. **Notice of Intent**
   1. **When Required**
      The University may discipline without prior notice of intent by oral reprimand, written warning, or suspension without pay for five (5) working days or less. The University shall provide written notice, as described in Section C.2. below, of intent to discipline by suspension without pay for more than five (5) working days, demotion, or dismissal.
2. Issuance and Content
   a. Issuance
      Written Notice of Intent to suspend for more than five (5) working days without pay, demote, or dismiss shall be given to the affected employee, either by delivery of the notice to the employee in person; or by placing the Notice of Intent in the United States Mail, first-class, postage-paid, and by Certified Mail, return receipt requested, in an envelope addressed to the employee at the employee's last known home address. Such personal delivery or mailing shall be conclusively presumed to provide actual notice to the affected employee(s). It shall be the responsibility of the 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." Whether delivery is made in person or by mail, the Notice of Intent shall contain a "statement of delivery or mailing" indicating the date on which the Notice of Intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be the "date of issuance" of a Notice of Intent. Upon receipt of a specific written request from the employee, the University shall mail the Notice of Intent to the Union.

   b. Content
      1. The Notice shall inform the employee of the disciplinary action intended and the effective date of the action;
      2. provide a brief explanation of the action, including, where appropriate, illustrative materials;
      3. inform the employee of the right to respond, orally or in writing, the person to whom any response must be directed, and the fact that such response must be received by said person within fourteen (14) calendar days of the date of the issuance of the notice; and
      4. inform the employee of his/her right to representation.

D. Response to Notice
   The employee shall be entitled to respond, either orally or in writing, to the Notice of Intent described above. Such response must be received within fourteen (14) calendar days from the date of issuance of the Notice of Intent. The employee’s representative, if any, may participate in this process. After review of an employee's timely response, if any, the University shall notify the employee of any action to be taken. Such action to be taken may not include discipline more severe than that described in the Notice of Intent; however, the University may reduce such discipline without the issuance of a further Notice of Intent.

E. Investigatory 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.
F. Investigatory Leave

The University may place an employee on investigatory leave without prior notice 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. If, upon conclusion of the investigation, neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the leave. Investigatory leaves shall not normally exceed fifteen (15) working days, unless the investigation has not been concluded. If a suspension without pay is determined to be the appropriate discipline, a maximum of fifteen (15) working days of the investigatory leave period may be applied to such suspension without pay. If discharge is determined by the University to be appropriate, the entire investigatory leave period shall be without pay. Upon notice of investigatory leave, an employee may request to charge the leave to accrued vacation leave or accrued compensatory time off, to cover the period of investigatory leave.

G. Written Warning

Dismissal shall be preceded by at least one (1) written warning, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. Such performance or conduct may include but is not limited to dishonesty, theft or misappropriation of University property, fighting on the job, insubordination, acts endangering others, or other serious misconduct.

H. Unauthorized Absence/Resignation

If an employee fails to notify the University of his/her absence, such absence will be deemed to be unauthorized. If such an absence lasts five (5) consecutive, assigned workdays or more, the employee shall be considered to have voluntarily resigned and shall not be considered to have been dismissed nor disciplined by the University.

I. Removal of Disciplinary Letters

Upon request of the employee, warning letters shall be removed from the employee's personnel file two (2) years from the date of the warning letter, during which time there has been no further discipline.

J. Relation to Arbitration Procedure

Exclusion

Oral reprimands are not subject to review under the Arbitration Procedure of this Agreement, Article 22.

ARTICLE 18
LAYOFF AND REDUCTION IN TIME

This Article covers indefinite separation and reduction in time, temporary layoff and reduction in time, and transfer of an employee to a casual position resulting from the elimination of a career position.
A. **Responsibility**

1. The Department Head shall determine when indefinite or temporary layoffs are necessary due to lack of work or lack of funds. The Department Head shall minimize indefinite layoffs from career positions by first reviewing the necessity for existing casual positions within the Department. When a vacancy exists within the 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 the employee is qualified to perform the duties of that position.

2. The Department Head has the authority to layoff an employee for an indefinite period after reviewing the proposed action with the appropriate HR officer.

3. An employee scheduled for indefinite layoff from a career position shall be considered for transfer to another position within the bargaining unit for which the employee is qualified.

B. **Temporary Layoff and Temporary Reduction in Time**

1. Whenever a layoff or reduction in time from a career position is temporary for a specified period of one hundred and twenty (120) calendar days or less, the provisions of A.3. and C.1. through D.12. shall not apply.

2. 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 fifteen (15) calendar days prior to the effective date.

3. If an indefinite layoff or indefinite reduction in time should occur during a temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time shall be applied.

C. **Indefinite Layoff and Reduction in Time**

1. Indefinite layoff and reduction in time is effected by department and by class (title code). The order of indefinite layoff and reduction in time of employees in the same class within a department shall be by craft 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, which are necessary to perform the ongoing functions of the department. Employees in lead classifications, upon indefinite layoff or reduction in time, shall have the right to bump the least senior employee in the same craft in the department. Employees in Lead Maintenance A or Lead Maintenance B classifications, upon indefinite layoff or reduction in time, shall have the right to bump the least senior employee in the lead’s most recent craft at UCSD, if any.
2. **Seniority**
   For the purpose of this article only, seniority is determined by an employee’s most recent hire date in a staff career position. Employment prior to a break in service shall not be counted. When unit employees have the same date of hire, seniority shall be determined according to alphabetical order of the last name. 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.

3. **Notice**
   An employee will receive at least thirty (30) calendar days’ advance written notice prior to indefinite layoff or reduction in time, whenever feasible. If less than fifteen (15) calendar days’ notice is granted, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given fifteen (15) calendar days’ notice. In the event of a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a regular status employee shall be informed of the procedures for recall and preferential rehire.

D. **Reemployment from Indefinite Layoff**

1. **Right to Recall to Layoff Department**
   A regular status employee who is separated or whose time is reduced because of an indefinite layoff shall be recalled to the UCSD Skilled Crafts Unit in order of seniority into any active and vacant career position for which the employee is qualified when the position is in the same class, craft and Department and at the same time or lesser percentage of time as the position held by the employee at the time of layoff. Right to recall is not extended to an employee who has not attained regular status.

2. **Preference for Reemployment or Transfer in Layoff Department or Other Departments**
   A regular status employee who is separated or whose time is reduced because of indefinite layoff, or who has received written notice of indefinite layoff or reduction in time within the two (2) calendar months prior to the layoff date shall be granted preference within the UCSD Skilled Crafts Unit for reemployment or transfer to any active or vacant position for which the employee is qualified when the position is:
   
   a. within the bargaining unit;
   
   b. at the same salary level or lower (as determined by the salary range maximum); and
   
   c. at the same or lesser percentage of time as the position held by the employee at the time of layoff. Preference for reemployment or transfer is not extended to an employee who has not yet attained regular status.
3. Department Heads may reject a regular status employee with preference for reemployment or transfer only if the employee lacks qualifications required of the position. Reasons for non-selection shall be provided by the Department Head in writing to the designated University official.

4. Duration of Right to Recall and Preference for Reemployment

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

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

   c. An employee with ten (10) years or more of seniority shall have the right to recall and preference for reemployment for three (3) years from date of layoff. Time on unpaid status does not affect the seniority calculation.

5. An employee may be required to respond affirmatively to periodic inquiries as to the desire to continue the right to recall and preference for reemployment in order to continue that right and preference beyond one (1) year.

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

7. Termination of Right to Recall and Preference

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

   a. Refuses an offer to return, at the same or greater percentage of time, to the department and class from which laid off;

   b. accepts a career position at the same or higher salary level and the same or greater percentage of time as the position held by the employee at the time of layoff; or

   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 by the employee at the time of layoff.

8. In addition, preference for reemployment terminates if an employee accepts any career position.
9. Right to recall and preference for reemployment are suspended when an employee does not respond to written notice of an employment opportunity. However, upon written request of the employee and approval of the designated University official, both recall and preference may be reinstated.

10. 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.

E. Other Provisions - Effect on Benefits
1. An employee on indefinite or temporary layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the employee's payment of full premiums.

2. The University's contribution to the cost of a University sponsored health plan will be provided for an employee on temporary layoff or reduction in time for a maximum of three (3) months in a calendar year where the employee's earnings are insufficient to otherwise generate the University's contribution.

3. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff.

ARTICLE 19
UNIT WORK

Supervisors and non-unit employees will not normally perform work of unit employees. However, management reserves the right to assign supervisors or non-unit employees to perform unit work in order to meet the operational needs of the University.

SETC may raise issues at Labor Management Meetings of non-bargaining unit employees doing bargaining-unit work.

ARTICLE 20
SUBCONTRACTING

A. Management Decision
When determining whether or not to subcontract bargaining unit work, the University will 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, including the right to continue subcontracting work which has been subcontracted in the past.

B. Provision of Information to Union
Upon written request by the Union, four (4) 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. Subcontracted work is that work which is less than fifty thousand dollars ($50,000) in total, or painting work which is less than twenty five thousand dollars ($25,000) in total.

C. Notification to the Union
The University agrees to notify the Union at least thirty (30) 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 effects upon the employees of said subcontracting.

D. Discussion
The University and SETC 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' Labor-Management meeting pursuant to the provisions of Article 33 of this Agreement.

ARTICLE 21
GRIEVANCE PROCEDURE

A. Definition, Standing, Consolidation, Representation, No Reprisal
1. Definition
A grievance is a claim during the term of this Agreement that the University has violated a specific written provision(s) of this Agreement.

2. Standing
Except as otherwise provided in the Agreement, a grievance may be brought to the attention of the University through this procedure by an individual employee within the bargaining unit, a group of employees within the bargaining unit, or by the Union. A grievance may not be brought through this procedure by the University.

3. Consolidation
A grievance 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.
4. **Representation**
   An employee shall have the right to be represented at all steps of the Grievance Procedure by one (1) person of the employee's choice other than a University employee who has been designated by the University as supervisory, managerial or confidential. If the employee chooses to be represented by the Union, the steward and the Business Representative shall have the right to be present at the Step 2 grievance meeting.

5. **No Reprisal**
   No employee shall be subject to reprisal for using or participating in the grievance procedure.

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B. **Procedure**

1. **Step I: Informal Review**
   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(s) before a formal written grievance may be filed. Informal resolutions, although final, shall not be precedent setting. If the complaint is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

2. **Step 2: Formal Grievance Review**
   a. **Filing Grievance:**
      A grievance that has not been resolved at Step 1 may be filed as a formal grievance at Step 2.
   
      b. **Grievance Forms**
      A formal grievance must be filed in writing on a grievance form provided by the University and approved by the Union. Grievance forms shall mean those forms now in use by various departments except that such forms may be amended by mutual agreement of the parties.

C. **Receipt of Grievance**
   The designated University official must receive the written grievance within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first.

D. **Extensions**
   Attempts at informal resolution do not extend time limits unless a written exception is granted in advance by the designated University official.

E. **Statement of Grievance**
   A formal written grievance shall contain the following information:
1. The specific section and provision of the Agreement alleged to have been violated;

2. A detailed description of the action that caused the grievance, the date on which the action happened, and an explanation of how the Agreement was violated by the action;

3. A description of how there has been an adverse affect on a bargaining unit employee; and

4. A description of the remedy requested.

F. Amendments
The employee and/or the Union may amend the alleged violation stated in the original grievance as needed upon the mutual written agreement of the parties.

G. Step 2 Grievance Meeting
Within thirty (30) calendar days of the receipt of the formal grievance, the designated University official shall convene a meeting to discuss the grievance. The parties may mutually agree to extend the deadline for the meeting. The parties may mutually agree to waive the meeting.

H. Step 2 Decision
The designated University official shall render a written decision within thirty (30) calendar days following the date of the close of the Step 2 meeting or agreement to waive the Step 2 grievance meeting. The decision will be mailed to the grievant and mailed by the designated University official to the Union via Certified Mail, return receipt requested. The University's decision becomes final thirty (30) calendar days from either the date of the hand-delivery or the date of delivery as shown on the return receipt. The Union must file a request for arbitration within thirty (30) calendar days after receipt of the Step 2 decision. Proof of Service must accompany the request for arbitration. Such decision shall not set any precedent.

I. Step 3 Mediation
1. Mediation is a process in which a mediator assists the parties in reaching a resolution of the grievance. Either party may request mediation at any time.

2. Both parties must agree to use mediation.

3. Mediation shall be non-binding, except when the parties mutually agree otherwise.

4. All costs of mediation shall be borne by both parties equally, except when the parties agree otherwise.

5. The parties may select a mediator by mutual agreement or by selecting from among a panel of mediators to be agreed upon by the parties.

6. If mediation does not result in a resolution of the grievance, the grievance shall be processed in accordance with this Agreement.
7. Reasonable release time shall be granted to the employee(s) and steward involved in mediation. Employee time spent in mediation shall be considered as time worked. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. Time spent in preparation for mediation, on the day(s) of the mediation, shall be on pay status.

J. **Time Limits**
Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits. 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 in advance, 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. Each of the steps in the Grievance Procedure may be waived by mutual agreement of the parties in writing.

K. **Pay Status: Release Time**
Whenever the University and the Union convene a meeting to mutually resolve grievances during the scheduled work time of an employee who is a grievant or a representative, upon advance written request, reasonable release time shall be granted to the employee(s) involved. Employee time spent at these meetings shall be considered as time worked. 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 may be released from work with reasonable advance written request and granted leave with pay for reasonable time spent in meetings, if the information they provide is relevant and material to the grievance which is the subject of the meeting. Time spent in preparation of a grievance shall not be on pay status. A reasonable amount of time spent during scheduled work hours in investigation of a grievance prior to formal filing shall be granted on pay status, subject to notice and approval of the employee(s)' supervisor.

L. **Notification to the Union**
Informal 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.
ARTICLE 22
ARBITRATION PROCEDURE

A. Request for Arbitration
A request for arbitration may be made only by the Union, and only after receipt of the Step 2 decision or within thirty (30) calendar days after the date on which the Step 2 decision is due, or within thirty (30) calendar days after the date on which there was an agreement to waive the Step 2 grievance meeting. The request for arbitration must be received by the designated University official within thirty (30) calendar days of the receipt of University's Step 2 Decision. Proof of Service must accompany a request for arbitration that is mailed.

B. Selection of Arbitrators
Within fourteen (14) calendar days of a request for arbitration, the parties shall select an arbitrator. If the parties cannot agree on an arbitrator, they shall strike names from the following list in order to select an arbitrator:

- Lou Zigman
- Anthony Giorgio
- Mark Burstein
- Frank Silver
- Jan Stiglitz
- Kenneth A. Perea
- Jill Klein
- Frederick Horowitz
- Edna Francis

C. Arbitration Procedure
1. The arbitration proceeding shall provide an opportunity for the parties to examine and cross-examine witnesses under oath and to submit relevant evidence. At least fourteen (14) calendar days prior to the hearing, the parties shall exchange relevant documentary evidence and the names of the witnesses who will be called to testify at the hearing.

2. The arbitrator shall not have the authority to admit settlement offers as evidence at the arbitration hearing.

3. Prior to the arbitration the parties shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.

4. The parties can settle a case at any time.

5. The arbitration hearing shall be closed to the public unless the parties otherwise agree in writing.

6. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a 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.

D. The Arbitrator's Role
The arbitrator shall be limited to interpreting the written provisions of the Agreement regarding the alleged violation of the Agreement, as described in the formal written grievance or as agreed to by both parties. The arbitrator shall have no authority to add to, delete from, or otherwise alter the terms of the Agreement. The arbitrator shall have no authority to decide a grievance or request for arbitration which was not received by the University within the time limits set forth in this Agreement, except when both parties agree otherwise. The arbitrator shall have no authority to decide issues not specifically identified in the formal written grievance, except when both parties agree otherwise. The arbitrator shall have no authority to issue subpoenas.

E. Arbitration Costs
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, except when both parties agree otherwise.

F. Arbitrator's Decision and Remedy
1. The arbitrator shall not have the authority to award a remedy that exceeds restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and benefits received from any source, including, but not limited to, Worker's Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding.

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 date a hearing was originally scheduled to be held and, due to a request from SETC to postpone or change the scheduled hearing, the rescheduled date of the hearing; or
   c. any period of time greater than forty-five (45) calendar days prior to the date of the Informal Review, Step 1 of the Grievance Procedure.
ARTICLE 23
HEALTH AND SAFETY

A. Preamble
   It is the duty of the University to provide and maintain a safe place of employment. The
   Union will cooperate by encouraging all employees covered by this Agreement to perform
   their work in a safe manner, including but not limited to complying with the UCSD Injury
   and Illness Prevention Program (IIPP).

B. Employees' Duty
   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 hazardous conditions; to
   follow the safety regulations and requirements of the University; and to report any unsafe
   practices or hazardous conditions to their immediate supervisor(s).

C. Safety Review
   An employee shall not be required to perform work which he/she reasonably believes is
   unsafe, until the safety concern of the employee has been reviewed by the designated
   University safety official. Management shall contact the designated University official, and
   the employee may be reassigned to perform other work. If the work in question is determined
to be safe by the designated University safety official, the employee may be ordered to
perform the work. If the safety matter is not resolved satisfactorily, the Union (steward or
SETC business representative) may consult with the UCSD Director of Labor Relations, who
shall investigate the safety matter and advise the Department and the Union of any findings
or recommendations.

D. Safety Inspections
   One (1) bargaining unit employee designated by SETC may accompany a representative of
   the Environment, Health and Safety Department (EH&S) and a representative of
   management on safety inspections conducted by EH&S at the Campus and Health System in
   shops/trades building, mechanical spaces, and roofs. SETC shall submit to the University a
   list of employees selected to participate in the inspection. The availability of the bargaining
   unit employee to participate in an inspection shall be determined by his/her immediate
   supervisor on the basis of operational needs; however, participation by SETC requested
   employees shall not be unreasonably denied.

   Employee time spent on participation in inspections shall be considered time worked, except
   that time spent outside of an employee's scheduled work time shall not be considered time
   worked. An employee shall be compensated at the straight time rate for all time worked on
   inspections. At no time will an employee receive premium overtime for time spent on
   participation in inspections.

E. Safety Training
   Appropriate safety training will be provided to bargaining unit employees, based on
   operational needs and legal requirements. The Joint Health and Safety Committee may make
   training recommendations.
F. Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article 21, but shall not be subject to the Arbitration Procedure of the Agreement, Article 22.

ARTICLE 24
JOINT HEALTH AND SAFETY COMMITTEE

A. Purpose
The University and the Union agree to maintain a joint Management/Labor Safety Committee. The purpose of the Safety Committee is to advise UC management about safety matters, including implementation of safety regulations and safety training, in the work environment.

B. Composition
The committee shall be comprised of up to four (4) bargaining unit employees designated by SETC and two (2) non-employee SETC staff representatives. There shall be no more than two (2) employees from the Health System, one (1) each from Thornton and Hillcrest, one (1) employee from Facilities Management and one (1) employee from Housing. The University may designate up to four (4) representatives to be on the safety committee. Additional bargaining unit employees and management representatives may be in attendance at a safety committee meeting upon mutual agreement of the parties.

C. Procedures
The Committee shall meet at least four (4) times per year. The parties may schedule additional meetings upon mutual agreement. An employee may submit safety matters to the Committee for review and recommendation. The procedures by which the Safety Committee operates shall be determined by mutual agreement of the parties. The parties agree to continue the joint Management/Labor Safety Committee for the term of this Agreement.

ARTICLE 25
PROTECTIVE CLOTHING

A. Protective Clothing
1. The University reserves the right to require employees in the unit covered by this Agreement to wear protective clothing.

2. Protective work clothing is attire worn over or in place of regular clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment is equipment intended to protect the employee while on the job.
The University shall continue to provide the protective clothing and safety equipment which it currently makes available to the employees covered by this Agreement.

B. Replacement Expense
University provided items, such as protective clothing, and safety equipment, lost or damaged due to employee negligence, shall be replaced at the employee's expense.

ARTICLE 26
UNIFORMS

A. Uniforms
1. Uniforms are attire, excluding shoes, which are worn for the purpose of ready visual identification of personnel.

2. In cases where the University currently requires the wearing of uniforms, the University will provide and maintain those uniforms.

B. Replacement Expense
University provided items, such as uniforms, lost or damaged due to employee negligence, shall be replaced at the employee's expense.

ARTICLE 27
PARKING

The University shall provide parking to the same extent possible and under the same conditions as normally provided to non-represented staff employees who are not managerial, supervisory or confidential.

The University shall make available to members of this bargaining unit alternative parking programs and reduced rate parking including reduced price lots and night and weekend rates, if any, to the same extent possible and under the same conditions as normally provided to non-represented staff employees who are not managerial, supervisory, or confidential.

Rate increases during the life of the agreement will increase no more than fifteen dollars ($15.00) per month in a year for staff permits, or equivalent for other than monthly permits.
ARTICLE 28
MILEAGE REIMBURSEMENT

Whenever an employee is authorized by the University to use a private vehicle to conduct University business, mileage shall be reimbursed under the same terms and conditions as provided to non-represented staff employees who are not managerial, supervisory or confidential.

ARTICLE 29
MEDICAL SEPARATION

A. Employees who become unable to perform essential, assigned functions fully, due to disabilities or other medical conditions, may be separated. Employees separated under this Article who had attained regular status are eligible for special employment procedures.

B. Basis for Separation
   1. A medical separation shall be based on:
      a. a statement by the Department Head describing the essential functions the employee is not performing; and
      b. a review by the appropriate University representative.
   2. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes. The University shall pay the reasonable costs of any medical examinations requested by the University.
   3. A medical separation shall be effected by the Department Head after review and agreement by the appropriate HR officer.

C. Notices
   1. An employee shall not be separated under this Article while the employee is drawing accrued sick leave or while the employee is receiving extended sick leave. However, the employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave or extended sick leave and if the employee is afforded all rights provided by the employee's retirement system.
   2. Notice of Intent
      An employee shall be given advance written notice of the intention to separate the employee. The notice shall:
      a. state the reason for medical separation;
b. include copies of the Department Head's statement and any other pertinent material considered; and

c. state that the employee has the right to respond in person or through a representative of his/her choosing within ten (10) workdays, either orally or in writing, regarding the separation.

3. Notice of Separation
After the employee's response or ten (10) workdays from the date of notice of intention to separate medically, whichever is sooner, the employee shall be notified in writing of the decision. If it has been determined that separation is appropriate, the employee shall be given advance written notice of medical separation. The notice shall:

a. specify the effective date of separation; and

b. state the employee's right to appeal.

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 publicized. 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 31, Reasonable Accommodation/Rehabilitation.

E. Service upon Reemployment
If a regular status employee separated under this Article is reemployed within the bargaining unit within the allowed period, a break in service does not occur.

ARTICLE 30
WORK INCURRED INJURY OR ILLNESS

A. This Article sets forth the application of sick leave and vacation for employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act, and provides extended sick leave for such employees when sick leave is exhausted and when employees are still unable to work because of such injury or illness.

B. Use of Accrued Sick Leave and Vacation
An employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.
C. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with the full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.

D. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

E. **Extended Sick Leave**
   1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty (80) percent 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 (80) percent of basic salary plus shift differential, shall be supplemented to eighty (80) percent 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. Effective July 1, 1997, extended sick leave constitutes an advance against disability payments.

   2. An eligible employee who does not have sufficient 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.

F. **Supplemental Leave**
   An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in Sections B.-D. above, is considered on regular pay status, except for completion of the probationary period. Sick leave and vacation accrued during this period may be used as soon as they accrue.
ARTICLE 31
REASONABLE ACCOMMODATION/REHABILITATION

A. General Provisions
The University provides reasonable accommodation to qualified employees who are disabled, or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be designed specific to the functional abilities of the employee in coordination with the requirements of the job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

B. Reasonable Accommodation
An employee who becomes disabled shall be informed of available options for reasonable accommodation and the University's disability accommodation procedures.

C. The Interactive Process
1. The interactive process is an ongoing dialogue between the employee and appropriate representatives of the University about possible options for reasonably accommodating the employee's disability. Options may include, but are not limited to: a modified work schedule; a leave of absence; reassignment; modified equipment; assistive devices; modification of existing facilities; and restructuring the job. Both the University and the employee are expected to participate in the interactive process.

2. During the interactive process, the University considers information related to: the essential functions of the job; functional limitations; possible accommodations; the reasonableness of possible accommodations; and implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made.

3. If necessary, a similar analysis for accommodation shall be conducted of other open positions for which the employee has applied and is otherwise qualified. If requested, a copy of the job analyses will be provided to the employee and Union, if authorized by the employee.

4. Upon request by the employee, an employee's representative may participate in the interactive process.

5. University-wide and local procedures provide further guidance on the implementation of the interactive process.

D. Medical Documentation
The employee is responsible for providing medical documentation to assist in understanding the nature of the employee's functional limitations. When necessary, the University may require that the employee be examined by a University appointed licensed healthcare
provider. In such case, the University shall pay the costs of any medical examinations requested or required by the University.

E. Special Selection for Other Positions
An employee who becomes disabled shall be assigned to a vacant position without the requirement that the position be publicized, where such assignment is selected as a reasonable accommodation pursuant to this Article and University-wide and/or local procedures.

ARTICLE 32
UNION STEWARDS

A. Designation of Stewards
The Union shall be entitled to designate an employee to act as a Chief Union Steward and employees to act as Union stewards.

The Union shall provide the designated University official with the name of employee selected as Chief Union Steward and the names of employees selected as stewards.

There shall be no more than a total of eight (8) stewards at UCSD, including one (1) Chief Union Steward and inclusive of alternate stewards, provided however, that there shall be no more than one (1) steward per zone or shop.

B. Conducting Union Business
Union business/activities shall not be conducted on an employee's scheduled work time except as specifically provided for in other section(s) of this Agreement; nor shall such business/activities interfere with University programs and operations.

C. Release Time
The Union agrees that stewards shall request in writing from their supervisor the use of release time when engaged in the investigation of employee grievances prior to their formal filing and/or investigation of health and safety matters. It is understood that the Union will work with the University to ensure that Union stewards use release time in a responsible manner so as not to interrupt the daily operations of the University. It is also understood that University management will not unreasonably or arbitrarily deny the use of release time under this Agreement.
ARTICLE 33
LABOR-MANAGEMENT RELATIONS

A. There shall be at least one (1) labor-management meeting every three (3) months for the purpose of informally discussing actual or potential employer-employee relations problems.

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. However, the parties may mutually agree to reduce any discussions and agreements reached pursuant to these meetings to writing, and may agree to attach them as side letters to the Agreement.

C. Up to four (4) bargaining unit employees may be placed in a without-loss-of-straight-time pay status for attendance at labor-management meetings.

ARTICLE 34
UNION ACCESS AND RIGHTS

A. Access
Non-employee and employee 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 deny access.

Access to employees shall not be arbitrarily denied.

B. Use of University Facilities
University facilities may be used by the Union, with prior approval of the designated University official, for the purpose of holding meetings, to the extent that such facilities can be made available without interfering with normal University operations.

When required, the Union shall reimburse the University for user fees or expenses, such as security, maintenance, and clean-up costs, incurred as a result of the Union's use of such facilities.

C. Bulletin Boards
1. Location
   The University will furnish Union bulletin board space at locations agreeable to the parties.

2. Posting
The Union agrees to post appropriate materials related to the bargaining unit. Materials may be posted only by representatives of the Union.

3. **Appropriate Materials**
The Union agrees that nothing libelous, obscene, defamatory, or of a partisan political nature shall be posted, nor shall literature or material detrimental to the University, its agents or officials be posted.

4. **Disputes**
In the event a dispute arises concerning appropriateness of the material posted, the University shall notify the Chief Union Steward as to the nature of the dispute and that the material is being removed.

D. **Mail Service**
Individually addressed mail on which U.S. postage has been paid which is received by the University bearing an employee name and accurate address will be distributed to the employee in the normal manner and in accordance with University procedures and policies with regard to the U.S. mail.

E. **Email Use**
Designated Union stewards may use their University email account for the purpose of conducting Union business in conformance with applicable University policy regarding electronic mail/electronic communications.

F. **Employee List/Information**
The University will make accessible to the Union, via the File Transfer Program, the name, classification, campus department, hire date, appointment status and monthly salary of all employees in the unit.

Home addresses shall be made available to the Union provided that the employee has authorized, in writing, release of his/her home address.

G. **Union Orientation Packets**
The Union may reproduce and provide SETC orientation packets for the Health System and the University Campus New Employee Orientation Meetings.

H. **Paid Release Time**
Bargaining unit employees may be granted paid release time to attend a meeting convened by the University pertaining to matters related to this collective bargaining Agreement.

Paid release time shall not include pay for any hours which exceed the employee's regularly scheduled hours of work.

Paid release time shall be tracked by the University in the same manner that other absences from work are tracked for purposes of timekeeping.
The Union shall provide the designated University official with a request for paid release time at least forty-eight (48) hours in advance of the time that the employee wants to be released from work.

An employee shall not be paid if she/he leaves work before being informed by the designated University official that the request for paid release time has been granted.

The University shall not unreasonably or arbitrarily deny a request for paid release time.

I. Leave of Absence for Union Activities
Bargaining unit employees may be granted a leave of absence to participate in Union-related activities.

During the leave of absence, 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, and employee benefit contributions will continue to be deducted. During the leave, the employee shall be eligible for wage increases in accordance with this Agreement. Any leave granted in accordance with this section shall not constitute a break in service. During the leave of absence, the employee shall not be eligible for Workers Compensation benefits arising out of an injury occurring during the leave from the University. During the leave of absence, the employee shall be covered by the Union's Workers Compensation plan.

During the leave of absence, the Union shall reimburse the University for all costs of employee compensation, including but not limited to, salary plus all benefits paid to the employee. 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 submit timely payment.

A leave of absence for an employee shall be for at least one (1) day and shall not, in the aggregate, exceed three (3) years. The leave of absence shall be tracked by the University in the same manner that other absences from work are tracked for purposes of timekeeping.

The University shall not unreasonably or arbitrarily deny a request for a leave of absence to participate in Union-related activities.
ARTICLE 35
DUES DEDUCTIONS – UNION SECURITY

A. Dues Deduction and Agency Shop Fee

1. Dues Deduction
   Upon request of an employee in the UCSD 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 Fees
   Upon notification to the University by SETC, University employees in the bargaining
   unit who choose not to become members of the Union 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 and 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 of the employee and paid to SETC.

3. Exemption from 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 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 nonreligious, 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.

   - A scholarship fund mutually agreed to by the parties
   - UCSD Cancer Center Foundation
   - Friends of the UCSD Library

4. Check Processing
   The University further agrees to send a check to the Union for all Union dues deductions
   which have been requested by 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 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. 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 during the term of this Agreement. The Union agrees to
hold the University harmless from liability for any errors in withholding or transmitting
dues except for liability to the Union for monies actually withheld, but not transmitted.
The Union further agrees to refund to 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 thirty (30) calendar days prior to 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 in the unit, within sixty (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 an operating statement, certified as to accuracy, in keeping with recognized audit standards, by the president and treasurer or comparable officers. SETC shall provide a copy of said report to the Public Employment Relations Board, as required.

D. Severability
In the event the fair share provision 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 36
PERSONNEL FILES

A. General Provisions
Upon request, an employee shall be able to review his/her personnel file within a reasonable period of time in the presence of a representative of the University. At the time of such request the University representative, to the extent he/she is aware of the location(s) of such files, shall inform the employee of the location(s) of the file(s).

B. Request for Inspection
Where 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. A SETC representative may accompany the employee when the employee is reviewing his/her personnel file(s). Alternatively, an individual employee may authorize a designated SETC representative to review the employee's personnel file(s) on the employee's behalf. Such written authorization shall be valid for a period of twenty (20) calendar days.
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/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 is no charge for the first copy of the individual employee’s own records. 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. **Correction of File**

If after inspection of his/her records, an employee believes that any portion of the material is not accurate, the employee may request in writing, to the appropriate University representative, to have the record corrected. The University shall notify the employee in writing of the correction or refusal to correct.

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**ARTICLE 37**

**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 shall not qualify as "required" within the meaning of this Article.

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 (9) units or three (3) 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, gymnasia, or student health services incidental to such reduced-fee registration.

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. Disputes
Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article 21, but shall not be subject to the Arbitration Procedure of the Agreement, Article 22.

ARTICLE 38
NO STRIKE/NO LOCKOUTS

A. No Lock-out
During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University.

B. No Strike
Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents and unit members, agrees that there shall be no strikes, including sympathy strikes, or concerted activities which would interfere with the operations of the University.

During the term of this Agreement or any extension thereof, the Union, its officers, agents, and unit members agree that they shall not in any way participate in or lend support to any strikes, including sympathy strikes, or concerted activities of any kind in violation of this Article.
C. **Union Commitment to Maintaining Critical Services**
   In addition, the Union agrees to maintain critical services in the event of any activity by any individual(s) or labor organization(s) which interfere with the operations of the University. Such critical services include, but are not limited to maintenance and operation of: (1) patient care facilities at the UCSD Health System and Clinics; (2) research facilities at UCSD and Scripps Institution of Oceanography; (3) computer operations at UCSD and UCSD Health System; and (4) facilities in which valuable collections are maintained.

   Any employee who violates this Article may be subject to disciplinary action up to and including termination of employment.

D. **Violation of this Article**
   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 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. Further, the Union agrees to operate and maintain critical services as described above.

   Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

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**ARTICLE 39**

**DEATH PAYMENTS**

A. Upon the death of an eligible University employee, the University shall pay a sum equal to the salary of the deceased for one (1) month to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partner, child or children, parent or parents, or siblings. If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. This payment is in addition to any other benefit provided under a pension or retirement plan in effect for the deceased person.

B. For the purpose of the death payment, an eligible employee is one who has completed six (6) continuous months on pay status at fifty (50) percent time or more without a break in service prior to death.
ARTICLE 40
INSURANCE AND RETIREMENT BENEFITS

A. Benefits
Eligible employees in this unit may 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 and contribution levels for each plan are available from the Benefits Office or online at the University's website.

B. Plan Alterations
The University may, at its option, alter its health and welfare programs and/or the University of California Retirement Plans (UCRP). Such alterations include, but are not limited to altering the coverage, rate of contribution, eligibility criteria or carrier of these plans. If the University chooses to alter these plans as they apply to other employees described above, such changes will apply to employees covered by the Agreement.

C. Notice to Union
The Union will be notified of any such changes before they are implemented by the University. Upon request by the Union, the Union and the University will meet and consult on the proposed changes.

D. Health and Welfare Benefits Meeting
The University's Office of the President and the Union agree to meet 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 rotated between the Southern campuses. The parties may agree to hold these meetings via conference call and webinar in lieu of an "in-person" meeting.

The University shall provide up to four (4) hours of paid release time for up to four (4) bargaining unit employees from UCSD to participate in the meeting described herein. If the meeting is held at another location, which is not the home location of the bargaining unit employee, up to four (4) additional hours may be granted for the purpose of travel.

ARTICLE 41
SHIFT DIFFERENTIAL

A. Second Shift Differential
An eligible employee who works second shift (3:00 p.m. to 11:00 p.m.) shall receive one dollar, fifty cents ($1.50) per hour in addition to his/her regular hourly rate of pay.

B. Third Shift Differential
An eligible employee who works third shift (11:00 p.m. to 7:00 a.m.) shall receive two dollars ($2.00) per hour in addition to his/her regular hourly rate of pay.
C. A shift differential shall be paid for all hours of a shift when one-half (1/2) of the shift or at least four (4) hours are worked after 4:00p.m. and before 7:00 a.m.

D. An employee who is scheduled to work a variable workweek shall receive two dollars ($2.00) per hour differential pay for each day worked in that week. A variable workweek is one in which an employee works various shifts within that week.

ARTICLE 42
APPRENTICESHIP PROGRAM

A. General Provisions
The University and Union have established a joint apprenticeship program between the parties, the terms and conditions of which are set forth in Article 42 Addendum. The following crafts are covered by this program:

- Carpenter
- Electrician
- Elevator Mechanic
- Locksmith
- Painter
- Plumber
- Sheetmetal Worker
- Systems Operator
- Central Utility Operator
- Air Conditioning/Refrigeration Mechanic

B. Working Conditions
All provisions of the UCSD/SETC Agreement shall apply to apprentices except for the following:

1. Apprentices shall have access to Article 21, Grievance Procedure, but shall not have access to Article 22, Arbitration Procedure of this Agreement. Grievances that remain unresolved at Step 2 of the grievance procedure may be appealed to the appropriate Human Resources Officer, who shall forward the grievance to the Joint Apprentice Training Committee (JATC) for a decision. If a majority of the JATC cannot reach a decision, the grievance shall be submitted to the Assistant Vice Chancellor for Human Resources for campus-funded employees or to the Chief Human Resources Officer for health system-funded employees, who shall render a decision.

2. Article 10, Performance Evaluation, shall have no application to apprentices.

3. Article 11, Promotions/Transfers, shall have no application to apprentices.
4. The parties agree that the words "work schedule(s)" wherever they appear in Article 8, Hours of Work, shall not include scheduled courses of related and supplemented instruction, except for any course of instruction which is given on a job site during work time.

5. The parties agree that "overtime" as defined in Article 9, Overtime, shall not include time spent by apprentices in connection with any course of related or supplemental instruction except for any course instruction given on a job site during work time.

6. Employees shall sign an apprenticeship agreement as a condition of employment.

ARTICLE 42 ADDENDUM
CRAFTS APPRENTICESHIP PROGRAM
UNIVERSITY OF CALIFORNIA, SAN DIEGO
AND
STATE EMPLOYEES’ TRADES COUNCIL (SETC–UNITED)

ARTICLE 1
Purpose and Policy

The University of California, San Diego hereby declares 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, San Diego (referred to hereinafter as the “University”) and the State Employees Trade Council, SETC-UNITED (referred to hereinafter as the “Union”) to govern the employment and training of apprentices in the trades and crafts herein.

ARTICLE 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
Painter  DOT 840.381 030
Plumber  DOT 862.381 030
Sheetmetal Worker  DOT 804.281 010
Systems Operator
Central Utility Operator
Air Conditioning/Refrigeration Mechanic
ARTICLE 3
Jurisdiction

These standards shall apply to the University and Union signatory hereto, and to all apprentice agreements executed hereunder.

ARTICLE 4
Joint Apprentice and Training Committee (JATC)

In accordance with the Collective Bargaining Agreement between the University and the Union, a Joint Apprentice and Training Committee (referred to hereinafter as the “JATC”) is hereby established to monitor the administration and supervise the enforcement of these standards. The JATC will consist of three (3) persons appointed by the University and three (3) craftspersons appointed by the Union. A University official and a non-employee Union representative may also participate on the committee.

ARTICLE 5
Functions and Responsibilities

The JATC shall have the following functions and responsibilities:

1. To meet on call, but not fewer than every six (6) months; and to record and maintain the minutes of each meeting. Upon mutual agreement of the University and the Union, there may be additional meetings of the JATC.

2. To ensure an efficient program of apprenticeship through systematic on-the-job training with related and supplemental instructions.

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 University supervisors and classroom instructors for the following purposes, among others:
   a. To approve the advancement of an apprentice and advance salary step increase 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 increase for up to a maximum of six (6) 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 cognizant 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 maximum hold back.

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 cognizant Department Head. Certification must include a valid journey level license where required by law.

10. To submit the UCSD-SETC Crafts Apprenticeship Program to the State of California, Department of Industrial Relations, Division of Apprenticeship Standard (DAS) for review and approval as a State-Certified Program.

In the event that the JATC cannot reach agreement on an issue pertaining to its functions and responsibilities as outlined in this article above, the matter in question will be submitted to the Assistant Vice Chancellor for Human Resources, who shall render a decision. The above functions and responsibilities which have been delegated to the JATC 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.

ARTICLE 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 UCSD Skilled Crafts Agreement. The University may select apprentices from among internal and external candidates. External candidates who are selected must serve a six (6) month probationary period.

Internal candidates must:

1. be UCSD employees, who have held a career appointment for at least eighteen (18) 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 Article 5, Section 5.a. of these standards. In the event that the JATC cannot reach agreement on any decision pertaining to its functions and responsibilities as outlined in this article above, the matter in question will be submitted to the Assistant Vice Chancellor for Human Resources, who shall render a decision.

ARTICLE 7
Apprentice Agreement

1. The standard term of apprenticeship is forty eight (48) months (four (4) years).

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 cognizant Department Head.

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.

ARTICLE 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 UCSD crafts person. He/she shall also perform other duties on the job that are commonly related to shop responsibilities.

2. Wherever possible, work experience and vocational education 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, he/she shall be so informed by the JATC and normally be given one (1) 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 without recourse to Article 21, Grievance Procedure or Article 22, Arbitration Procedure of this Agreement. 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.

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 UCSD skilled crafts Agreement.

ARTICLE 9
Working Conditions

All provisions of the UCSD/SETC-UNITED Agreement shall apply to apprentices except for the following:

1. Apprentices shall have access to Article 21, Grievance Procedure, but shall not have access to Article 22, Arbitration Procedure of this Agreement. Grievances that remain unresolved at Step 2 of the grievance procedure may be appealed to the appropriate Human Resources Officer, who shall forward the grievance to the Joint Apprentice Training Committee (JATC) for a decision. If a majority of the JATC cannot reach a decision, the grievance shall be submitted to the Assistant vice Chancellor for Human Resources for campus-funded employees or to the Chief Human Resources Officer for health system-funded employees, who shall render a decision.

2. Article 10, Performance Evaluation, shall have no application to apprentices.

3. Article 11, Promotions/Transfers, shall have no application to apprentices.

4. The parties agree that the words “work schedule(s)” wherever they appear in Article 8, Hours of Work, shall not include scheduled courses of related and supplemental instruction, except for any course of instruction which is given on a job site during work time.

5. The parties agree that “overtime” as defined in Article 9, 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.
ARTICLE 10
On-The-Job Training

1. Each apprentice shall be supervised by the craft superintendent/supervisor and will work under the direction of a journey level craftsperson.

2. Each apprentice will be trained in the use of new equipment, materials, and process as they come into use at the University in the apprentice’s craft.

3. Each apprentice shall satisfactorily complete eight thousand (8,000) hours of on-the-job training.

ARTICLE 11
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 Department and other recognized trade safety practices and accident prevention, including first aid and CPR.

3. Related and supplemental instruction will not be less than one hundred forty four (144) hours per year.

4. Time spent in classroom instruction outside normal working hours will not be considered time worked and will not be compensated.

5. Two (2) unexpected 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. Apprentices will be required to submit a copy of the course transcript to the JATC at the end of each semester.

7. If an apprentice fails to receive a grade “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 cost of tuition, fees, books and related industrial expenses are the responsibility of the apprentice. The apprentice may submit a request to the University to cover the cost of the aforementioned costs pursuant to the terms of Article 37, Training and Development.
9. A schedule of required classroom training for each craft will be attached hereto and made a part of this Agreement.

10. Courses are available through the San Diego Unified School District, local community colleges, and programs sponsored by SETC.

ARTICLE 12
Work Processes

A schedule of the on-the-job training requirements for each craft will be attached hereto and made a part of this Agreement.

ARTICLE 13
Wage Structure

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

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months</td>
<td>60%</td>
</tr>
<tr>
<td>Second six months</td>
<td>65%</td>
</tr>
<tr>
<td>Third six months</td>
<td>70%</td>
</tr>
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<td>Fifth six months</td>
<td>80%</td>
</tr>
<tr>
<td>Sixth six months</td>
<td>85%</td>
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<tr>
<td>Seventh six months</td>
<td>90%</td>
</tr>
<tr>
<td>Eighth six months</td>
<td>95%</td>
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</table>

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

Nothing in this Article 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 Article 5 of these standards.

ARTICLE 14
Completion Certificate

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

If the SETC-UCSD Apprentice Program becomes State-Certified, then a certificate of completion will be issued by the State Division of Apprenticeship Standards (DAS) to graduate apprentices.
ARTICLE 43
WAGES AND PAY DIFFERENTIALS

The University of California, San Diego agrees to increase the wages of employees in the UCSD Skilled Crafts Unit as follows:

A. Employees shall receive the following wage increases:

November 01, 2012 - 3% wage increase ATB
March 01, 2013 - 3% wage increase ATB
July 01, 2013 - 3% wage increase ATB
July 01, 2014 - 2.5% wage increase ATB

After ratification, salary increases shall be effective on the first pay date of the month for monthly paid employees and the nearest bi-weekly pay period for bi-weekly paid employees.

Eligible employees must be in the bargaining unit on the effective date and the date of payout and/or on an approved leave of absence.

B. Lead Pay Differential
   1. The University will maintain an approximate 7.5% differential between the lead and journey level classifications.

2. Health System employees permanently assigned to lead more than one craft shall receive an additional 4.0% differential between the Lead and journey level classifications (a total of 11.5%).

C. Job Overlap
   Designation by craft titles, as used in this Article, shall be for identification purposes only, and as such will not serve to establish jurisdictional work boundaries. Current practices of job overlap between the crafts shall be continued, and craft job descriptions, job assignments, and overall job responsibilities will not be affected by these designations.
D. **Apprentice Wage Structure**
   The University will pay apprentice craft employees the following percentage of their respective craft 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%)

E. **Specialty Assignments**
   1. The following are designated as specialists:
      a. Controls Specialist
      b. Chiller Mechanic
      c. HVAC Mechanic
   2. The University shall have the sole discretion to determine who shall be designated as specialists.
   3. An employee assigned as a specialist shall be compensated in an amount equal to five (5) % of his/her base pay, during the period of time that he or she is designated by the University as a specialist.
   4. An employee shall be designated and compensated for no more than one specialty at a time.
   5. This provision shall be implemented upon the effective date of the Agreement.

F. **Healthcare Certification Differential**
   1. Full-time and part-time career employees working in the UCSD Health System Facilities Engineering and Construction Department will receive certification differential pay when:
      a. The employee obtains Mechanic Education and Certification for Health Care (MECH) at the senior level or equivalent as determined by management; and
      b. the employee maintains current certification.
2. Qualifying full-time career employees will receive seventy-five dollars ($75.00) per month and qualifying part-time employees will receive a prorated amount on the basis of their appointment rate.

3. This provision shall be implemented upon the effective date of the Agreement.

G. Special Awards
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 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.
# UCSD AND SETC-UNITED WAGE RATES

<table>
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<th>Payroll Titles</th>
<th>November 1, 2012 3% ATB</th>
<th>March 1, 2013 3% ATB</th>
<th>July 1, 2013 3% ATB</th>
<th>July 1, 2014 2.5% ATB</th>
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<td>$34.36</td>
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*For biweekly paid employees the effective date for the new rate will be determined by looking at the closest biweekly begin date to the 1st of the month.*
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 an agreement on a substitute provision.

ARTICLE 45  
WAIVER
A. The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited 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. Therefore, the University and the Union for the term of this Agreement, each voluntarily and unqualifiedly waived 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.

B. The University and the Union agree that this Agreement supersedes and replaces the expired Agreement between the University of California, San Diego and State Employees Trade Council-United (SETC-UNITED) and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit. The parties further agree that, upon execution of this Agreement, any rights or terms and conditions of employment previously applicable to employees shall terminate and no longer apply.

ARTICLE 46  
DURATION
A. Effective Date  
This Memorandum of Understanding shall become effective on November 01, 2012, and shall remain in effect until 11:59 p.m. on September 30, 2015.

B. Renewal  
This Agreement shall automatically renew itself unless either of the parties requests in writing that negotiations for a successor Agreement commence.
C. **Notification**  
Notification of a request to commence negotiations for a successor Agreement shall be submitted by either party at least ninety (90) days prior to the expiration of this Agreement, unless the parties mutually agree to reduce the ninety (90) day notification period. While negotiations for a successor agreement are continuing, this Agreement shall remain in full force and effect.
Execution of Agreement

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Dwaine B. Duckett
Vice President
Human Resources & Benefits
Date: 11/7/12

By: 
Nadine B. Fishel
Associate Director
Labor Relations

By: 
Peter Chester
Director
Labor Relations
Date: 11/8/12

THE STATE EMPLOYEES TRADES COUNCIL-UNITED

By: 
Herb Dickerson
Business Manager
Date: 1/02/13

By: 
Tom Troollen
Chief Negotiator
Date: 10/2/12

By: 
Teresa Villadolid
Chief Negotiator
Date: 10/2/12
APPENDIX B

MEMORANDUM OF NEGOTIATORS

The negotiators of the proposed Agreement affix their signature to this Memorandum to indicate that they have concluded negotiations by the development of the proposed Agreement and that they are referring it to the parties for decision concerning approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Union will be completed when the Agreement has been reviewed and ratified by the members of the Union. On behalf of the University, the Agreement must be reviewed and approved by the Office of the President, including review by the General Counsel of the Regents.

The parties agree that when the approval process has been completed, the Memorandum of Understanding will become operative when the document has been signed by the authorized representatives for both parties.

State Employees Trade Council-United

Tom Trooien 10/2/12
Chief Negotiator

Herb Dickerson 10/4/12
Business Manager

Eduardo Rosales 10/2/12
Member, Negotiating Team

Harry Heaps 10/2/12
Member, Negotiating Team

Dave Rogers 10/2/12
Member, Negotiating Team

Larry Ocot 10/2/12
Member, Negotiation Team

Regents of the University of California, San Diego

Teresa Valladolid 10/2/12
Chief Negotiator

Margaret Nagase 10/2/12
Housing, Dining & Hospitality

Andrea Balestrieri 10/2/12
Facilities Management

Patrick Sutton 10/5/12
LR/ER, Medical Center

Mike Dayton 10/5/12
Facilities, Medical Center
APPENDIX C

SIDE LETTER AGREEMENT

Between
University of California San Diego &
Skilled Employees Trades Council United (SETCU)

<table>
<thead>
<tr>
<th>Transition Assistance Programs For Non-Exempt Monthly and Semi-Monthly Paid Employees Converting To Bi-Weekly Paid</th>
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Where it has not already done so, as part of the UC Path Project, the University of California, San Diego, is transitioning all non-exempt employees to bi-weekly paid on January 20, 2013. In addition to transitioning to a bi-weekly pay schedule, the University will implement the following additional changes: 1) standardizing the workweek to Sunday to Saturday; 2) splitting certain deductions between bi-weekly paychecks; and 3) standardizing the Leave Accrual from Table to Factor.

In an effort to minimize the financial hardships for impacted non-exempt monthly paid employees, the following two transition programs shall be offered for eligible employees who meet the requirements below:

**ELIGIBILITY REQUIREMENTS:** Any non-exempt employee, including probationary, limited and per diem employee, who is converting from monthly to bi-weekly who meets the following criteria is eligible:

a. Appointment of 50% or more at the time of their election;

b. UC employees must have been on the payroll as of November 1st, 2012.

c. No known separation date prior to August 18th, 2013.

d. Employment status of “active”

1. **INTEREST FREE LOAN:** Eligible employees have the option of securing up to a $1000.00 interest free loan.

   a. Eligible employees may request any amount between the minimum $100.00 and the maximum $1,000.00 loan.

   b. Repayment will be made via payroll deduction. The first installment will be March 2013. The loan must be repaid in equal installments per bi-weekly pay cycle. The entire loan balance must be repaid no later than the 12th bi-weekly day from the date of the first installment, or upon separation from employment, whichever occurs first.

---

1. Except for Article 8 Section A 1, standardizing the workweek to Sunday to Saturday will not affect the remainder of Article 8 Hours of Work or Article 9 Overtime.
c. Upon separation from employment, any outstanding loan balance will be deducted from the employee's final paycheck. If the net amount of the employee's final earnings is sufficient to repay the loan, the employee will repay the remaining outstanding balance with a personal check.

d. There is no pre-payment penalty, should an employee wish to repay it back earlier.

2. VACATION CASH OUT: Eligible employees also have the option of cashing-out up to 80 hours (in whole hour increments) of accrued vacation as of the date of implementation of the program. If an eligible employee has a compensatory time off bank, such hours can also be used; however, under no circumstances can more than 80 hours be cashed out in connection with transition.

Amount of Cash Out: Up to 80 hours of actual verified accrued vacation and or compensatory time off will be deducted from the employee’s balance(s) and paid to the employee between February 1, 2013 and February 15th, 2013.

3. PROGRAM REQUEST PERIOD: The time period within which an employee shall have the right to request the loan and/or vacation cash out shall consist of at least 30 consecutive days and shall conclude no later than January 14th, 2013. Employees may only submit one request during this time period.

4. DISBURSEMENT: Disbursement will be made between February 1st, 2013 and February 15th, 2013.

5. SPLIT DEDUCTIONS: Flat-dollar deductions for bi-weekly paid employees will be split between the first bi-weekly payday of the month and the second bi-weekly payday of the month. For those months in which three (3) bi-weekly pay period end dates fall within the month, no flat dollar benefit deductions will be taken from the third pay check. However, percentage-based deductions will be taken from all payroll checks.

6. STATUS CHANGES: Employees electing transition assistance whose University appointment or status changes prior to the repayment of the loan amount or receipt of the selected vacation payout will be handled on a case-by-case basis. Notice of the proposed change and transition plan modification, if any, will be provided by the location to the Union when such status changes arise.