



IBU – UCSD Unit B6 Final Contract

Notice Date: 06/10/2022

Ratified: 10/06/2022



IBU – UCSD Unit B6 Final Contract Table of Contents

Article 1 - Arbitration Procedures	Article 25 - Personnel Files
Article 2 - Benefits	Article 26 - Positions / Appointments
Article 3 - Compensation	Article 27 - Posted Sailing Times
Article 4 - Corrective Action & Dismissal	Article 28 - Probationary Period
Article 5 - Development & Training	Article 29 - Reasonable Accommodation
Article 6 - Duration of Agreement	Article 30 - Recognition and Classification
Article 7 - Grievance Procedures	Article 31 - Recruitment and Interviews
Article 8 - Health & Safety	Article 32 - Release Time for Bargaining
Article 9 - Holidays	Article 33 - Resignation and Job Abandonment
Article 10 - Hours of Work	Article 34 - Respectful and Fair Treatment
Article 11 - Indemnification	Article 35 - Severability
Article 12 - Labor Management Meetings	Article 36 - Sick Leave
Article 13 - Layoff and Reduction in Time	Article 37 - Temporary Assignment- Sailing Up/Down
Article 14 - Leaves of Absences	Article 38 - Travel
Article 15 - Maintenance & Cure	Article 39 - Union Access
Article 16 - Management Rights	Article 40 - Union Access - Union Business Leave
Article 17 - Meals and Quarters	Article 41 - Vacation
Article 18 - Medical Separation	Article 42 - Waiver
Article 19 - No Strike / No Lockout	App 1 - Grievance Form
Article 20 - Nondiscrimination in Employment	App 2 - Panel of Arbitrators
Article 21 - Operational Curtailment	App 3 - Pay Step Ladders
Article 22 - Parking	App 4 – Memorandum of Negotiators
Article 23 - Payroll Deductions	Side Letter - Initial Implementation
Article 24 - Performance Evaluations	Side Letter - Wavier SMS

ARTICLE 1 ARBITRATION PROCEDURE

A. GENERAL CONDITIONS

1. An appeal to arbitration may be made only by the union and only after the timely exhaustion of Article 7– Grievance Procedure.
2. Filing
 - a. An appeal to arbitration must be timely emailed to grievance@ucsd.edu and must include PDFs of all documents, information, and signatures necessary to be in compliance with the provisions of the Agreement. The date and time indicated on the University’s server shall constitute the official date of receipt by email submission. If the registered date on the University’s server falls on a weekend or after 5:00 p.m. on a business day, the following business day shall constitute the official date of receipt.
 - b. Business days are Monday through Friday, except holidays.
 - c. The University shall acknowledge receipt of the Union’s Appeal to Arbitration sent to grievance@ucsd.edu with a computer-generated, automatic email response.
 - d. All subsequent University responses shall be sent via email to the email address used to appeal to arbitration.
3. For the purposes of this Article, time limits are calculated in calendar days, and deadlines which fall on a day which is not a University/campus business day will automatically be extended to the next business day. All time limits may be extended by written agreement of the parties in advance of the expiration of the time limit. The Union's failure to meet any time limit, or extension to a time limit, will render the Appeal to Arbitration ineligible for further processing and the University's last answer will be considered final. In cases where no University answer was issued, the matter will be considered withdrawn.
4. If the appeal to arbitration is withdrawn or an arbitration hearing otherwise does not take place, the University's last answer will be considered final. In cases where no University answer was issued, the matter will be considered withdrawn.
5. The decision of the arbitrator on any issue properly before them shall be final and binding.
6. An appeal to arbitration shall not prohibit efforts by the University and IBU to resolve the grievance during the time the appeal is pending and until such time that an arbitrator has rendered their decision.
7. IBU shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the union and/or on the behalf of employees.
8. Where two (2) or more grievances are appealed to arbitration, all grievances by or related to the same employee(s), or grievances which relate to the same incident, issue or course of action, may be consolidated at the option of the University.
9. Time limits

a. Initial Filing

An appeal to arbitration must be filed within thirty (30) calendar days of the issuance of the University's Step 2 decision, or when the Step 2 decision would have been due. Appeals which do not contain the appropriate union signature or e-signature will be considered ineligible for appeal to arbitration.

b. Arbitrator Selection and Scheduling of the Hearing Date

- i. Within 45 calendar days from the date of receipt of the appeal to arbitration, the Union shall contact the University to select an arbitrator. The scheduling of the arbitration hearing date must be accomplished no later than 90 calendar days from the date of receipt of the appeal to arbitration. The parties may extend the 90-day limit for scheduling the arbitration by mutual written agreement in advance of the expiration of the time limit. Failure by the Union to comply with the time limits in this section, or to achieve a written extension of the time limits, will render the appeal to arbitration ineligible for arbitration and the University's last answer will be considered final. In cases where no written answer was issued, the matter shall be considered withdrawn.
- ii. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator.

10. Where explicitly allowed by this Agreement, a step in the Grievance Procedures of this Agreement may be skipped to allow expedited appeal to arbitration. Such expedited appeals must comply with the provisions of this Article.

B. DEFINITIONS

For the purposes of this Article, the terms:

1. "Grievant" means any employee covered by this contract who has a grievance or complaint (as defined by this Article);
2. "Witness", for the purposes of release time, means any employee covered by this contract who is serving as a witness in a grievance proceeding;
 - a. "Employee Representative" means any employee covered by this contract who is a designated union representative of IBU, in accordance with the provisions of Article 39 - Union Access;
 - b. "IBU Representative" means any person who is a non-university employee acting in the interest of or on behalf of IBU;
 - c. "The Parties" means the University and the grievant; and/or, the "IBU representative" or the "employee representative" serving as the grievant's representative.

C. EMPLOYEE REPRESENTATION

Union representation at the arbitration hearing may consist of up to two (2) representatives, with only one (1) of the two (2) representatives being eligible for without-loss-of-straight-time-pay status. Only one (1) of these individuals may be designated as the employee

advocate for the duration of the hearing.

D. ARBITRATOR SELECTION PROCESS

1. Subject to time limits set forth in this Article, arbitrator(s) shall be selected using the following procedures:
 - a. On a case by case basis, the parties may agree to the selection of any qualified and available person to serve as an arbitrator. Absent such agreement, the parties may agree to the selection of an arbitrator from the panel in Appendix 2 - Panel of Arbitrators.
 - b. In the event the parties cannot agree to an arbitrator, the parties shall take turns striking one (1) name from the list provided in Appendix 2 - Panel of Arbitrators. The first strike will be determined by a flip of a coin, and the last name
2. If both parties disagree with the arbitrator who has been selected, the process shall be repeated once in its entirety.
3. A separate arbitrator shall be selected for each grievance appealed to arbitration, unless the parties agree otherwise in writing. This does not preclude using the same arbitrator for a later case.
4. All arbitrability disputes, substantive or procedural, shall be subject to arbitration under this Article.

E. SCOPE OF ARBITRATION

1. Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the issue(s) stated in the appeal to Step 2, except as provided in Section E.2. below.
2. Arbitrability

When practicable, the University shall inform IBU in writing of its intent to assert the issue of arbitrability prior to the arbitrator selection process. If the University has raised arbitrability, the issue(s) of arbitrability shall be resolved prior to and separate from a hearing on the merits (if any). Arguments regarding arbitrability shall be submitted in brief form unless either party requests a hearing on the merits.

If arbitrability is at issue, the parties shall use the selection process described in Section D. above to select two arbitrators. The first arbitrator will be selected to hear the issues of arbitrability, and the second arbitrator will be selected to decide the merits of the case if the issues are determined to be arbitrable by the first arbitrator.

- a. The first arbitrator shall have no authority to decide the issues pursuant to the merits of the case. The first arbitrator shall issue a written decision on the subject of arbitrability.
- b. If the first arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall not be eligible for further processing. If the first arbitrator finds in favor of arbitrability, only then will the

second arbitration be scheduled and the hearing shall proceed to the substantive issues raised.

- c. Nothing in this section shall prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case.

F. ARBITRATION PROCEEDING

1. The parties will attempt to agree on a location for the arbitration hearing. Arbitrations may be held remotely using virtual platforms. If there is no agreement by the parties, the decision on the location/mode shall be made by the arbitrator and shall be final.
2. The arbitration hearing shall be closed to anyone other than the participants in the arbitration hearing, unless the parties otherwise agree in writing. Participants include designated representatives, the grievant(s), and other witnesses, who shall each be sequestered if providing testimony, unless otherwise agreed to by the parties.
3. The arbitration hearing shall provide an opportunity for IBU and the University to examine and cross-examine witnesses under oath or affirmation, and to submit relevant evidence. At least fourteen (14) calendar days prior to the hearing, the parties shall exchange documentary evidence that will be introduced during the hearing and the names of witnesses who will be called to testify at the hearing.
4. Settlement discussions, including but not limited to, settlement offers made any time during the Grievance and/or Arbitration Procedure shall not be introduced as evidence in the arbitration hearing.
5. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall, on a case-by-case basis, be as agreed upon by the parties or as specified by the arbitrator if there is no agreement between the parties. Briefing time limits shall be extended by the Arbitrator upon the agreement of both parties.
6. The arbitrator shall consider the evidence presented and render a written decision after the close of the record of the hearing.
7. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, IBU has the burden of initiating the steps in the procedure. With the exception of those cases in which the issue is that of actions taken by the University pursuant to Article 4 - Corrective Action and Dismissal, IBU shall have the burden of proof and the standard will be the preponderance of evidence standard. In cases in which the issue is that of actions taken by the University pursuant to Article 4 - Corrective Action and Dismissal, the burden of proof shall be the University's and the standard will be preponderance of the evidence.
8. Prior to the hearing, the parties will attempt to stipulate as to the issues to be arbitrated and to as many facts as possible.

G. AUTHORITY OF THE ARBITRATOR

1. The arbitrator's authority shall be limited to determining whether the University has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or

authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement and shall not make any award which would, in effect, grant IBU or the employee(s) any terms which were not obtained in the bargaining process.

2. The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the reasonable request of either party but not upon their own motion.
3. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed.
4. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before them by the representatives of the parties at the hearing. In all respects they shall assure that the hearing is a fair one. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing.

H. ARBITRATION REMEDIES

1. No remedy shall be made retroactive to a date earlier than thirty (30) calendar days prior to the filing of the Step 1 grievance plus any days added to the filing deadline as provided in Article 7 - Grievance Procedure, Section (1)(a), except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages. For grievances involving the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, an award shall not in any case be made retroactive to a date earlier than three (3) years prior to the initiation of the written grievance in Step 1 of the Grievance Procedure. Additionally, no remedy shall be provided for: any period of time during the grievance and/or arbitration procedure during which an extension of time limits has been granted at the request of IBU; any period of time between the date a hearing was originally scheduled to be held, and a later hearing date based on a request from IBU; any period of continuance, abeyance, or delay in the arbitration process requested by IBU and not agreed-to by the University; or any time an employee was on strike.
2. In any decision of a grievance appealed to arbitration involving retroactive payments, the appropriate University and IBU representatives shall expeditiously determine the identity of the payees and the specific amount owed each payee. Such amount of payment shall be final and no employee may subsequently grieve the amounts owed.
3. Remedies involving monetary payment and/or credit shall be limited in their calculation to the utilization of the employee's actual and appropriate wage or benefit amount at the time of the violation and shall not include the awarding of interest or any other payment/credit unrelated to a University benefit amount or the employee's hourly wage.
4. Upon the motion of either party, or at their own discretion, an arbitrator may retain jurisdiction in cases involving an award of retroactive monetary payment and/or credit.

5. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the pay, benefits, or rights lost as a result of the violation of the contract, less any compensation from any source, including but not limited to Workers' Compensation, Unemployment Insurance benefits, or other employment.

I. COST OF ARBITRATION

1. The cost of the arbitrator and expenses of the hearing will be shared equally by the University and IBU. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator.
2. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/ postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

J. PAY STATUS

1. The grievant shall be released in a without-loss-of-straight-time-pay status at the arbitration hearing.
2. Employee witnesses who appear at the arbitration hearing at the request of IBU shall be in a without-loss-of-straight-time-pay status for the time spent actually giving testimony or waiting to testify in accordance with the established schedule. The University and IBU shall establish a reasonable schedule for witness(es)' testimony at the arbitration proceeding. Every effort shall be made by IBU to avoid the presentation of repetitive witnesses.
3. Total release time for the grievant, employee representative and witness(es) for participation in the hearing shall not exceed either their scheduled hours of work or time spent actually giving testimony or waiting to testify in accordance with the established schedule.
4. Not more than one (1) employee representative will be released in without-loss- of-straight-time-pay status for attendance at any one (1) arbitration hearing.
5. The University shall not be responsible for any lodging, travel expenses, or other expenses incurred by grievants, witnesses, employee representatives or IBU representatives with regard to the Union's presentation in the arbitration hearing.

K. ARBITRATION PANEL

In the event a vacancy in the panel of arbitrators occurs, the parties will mutually agree to a replacement. If the parties cannot agree to a replacement, each party will be able to add one arbitrator to the list in Appendix 2 - Panel of Arbitrators.

ARTICLE 2 BENEFITS

A. HEALTH AND WELFARE GENERAL CONDITIONS – Part I

1. Eligible employees may participate in a number of benefits programs generally available to other eligible staff employees of the University and non-represented employees.
 - a. The University's health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability, which may change from year to year.
 - b. The University may, at its option, alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, changing the carrier for established plans or programs, changing the administrator of such plan, or altering employee and University monthly rates of contribution. However, the University will notice the Union and, upon request, meet to discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the University's objectives. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus.
 - i. The sole exceptions to the University's ability to make changes without negotiations pursuant to A.1.a. shall be any alterations proposed by the University which affect only bargaining unit employees. In such a case, the University agrees to meet and confer with respect to the proposed change only, provided the Union serves upon the UC San Diego Senior Director of Labor Relations, written notice of its intent to negotiate over the identified exception within thirty (30) calendar days from the date on which the University issued its written notice of the proposed change(s).
 - c. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.
2. Effect of absences from work
 - a. Temporary Layoff/Temporary Reduction in Time/Furlough – Health plan contributions by the University will be provided for unit employees, in accordance with Section C below, when the employee is affected by the following conditions lasting up to four (4) months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health benefits to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable benefit documents, rules and/or regulations.
 - b. Military Leave – An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training shall receive those benefits related

to employment that are granted in the University's Military Leave policy and its related documents.

c. Leaves of Absence Without Pay

- i. Approved leave without pay shall not be considered a break in service and, except as provided in Section c.iii below, shall not determine eligibility for benefits.
- ii. Except as provided in Section c.iii below, an eligible employee on approved leave without pay may, in accordance with the benefit documents, rules and regulations, elect to continue University-sponsored benefits for the period of time specified in the benefit documents, rules and regulations.
- iii. An employee on an approved Family and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status as follows:
 - (1) When the employee is on an FML leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
 - (2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve-month period. For purposes of Military Caregiver Leave, the "single twelve-month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
 - (3) When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
 - (4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve-month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count toward the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
 - (5) When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.
- iv. Group insurance coverage not addressed in Section c)(iii) above shall be continued in accordance with the provisions of the applicable group insurance regulations.

2. Enumeration of University health and welfare benefits

- a. For informational purposes only, a brief outline of benefits in effect on the date the Agreement is signed is found at <http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>. The Union understands and agrees that the descriptions

contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan.

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

B. REDUCED FEE ENROLLMENTS

1. An employee who has retired within four (4) months of the date of separation from University service and who is an annuitant of a retirement system to which the University contributes, and who meets the admission requirements of the University, is eligible for the same fee reductions as other staff employees. An individual so registered is ineligible for the services and facilities of the counseling centers, gymnasias, or student health services, other than those to which the retired employee may be otherwise entitled.

C. RETIREMENT BENEFITS GENERAL CONDITIONS – Part II

1. Eligible employees may participate in a number of retirement plans generally available to other eligible staff employees of the University.
2. The University maintains several retirement and savings plans for eligible University employees. As of December 20, 2013, such plans include but are not limited to the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DC Plan) and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may, at its option, alter the existing UCRS plans, to the extent permitted by law and consistent with the plan terms, and establish new retirement and/or savings plans for the UCRS. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits, altering employee and/or University rates of contribution, and changing the carrier or administrator of the UCRS for established plans or programs. In the event the University makes such alterations, the changes will apply to employees eligible to participate in the UCRS plans within the unit in the same manner as they apply to other eligible staff employees at the University.
3. In the event this Agreement expires, the parties agree that the terms of this Article 2 – Benefits, preserve the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.
4. Effects of absences from work
 - a. Leaves of Absence Without Pay – Approved leave without pay shall not be considered a break in service. The provisions of the applicable retirement plan regulations determine the effects of such leave without pay on retirement benefits.
 - b. Family and Medical Leave – Retirement benefits shall be continued in accordance with the provisions of the applicable retirement plan regulations.
5. Enumerations of university retirement benefits

- a. For informational purposes only, a brief outline of the UCRS in effect is found at: <https://ucnet.universityofcalifornia.edu/compensation-and-benefits/retirement-benefits/index.html>. The Union understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan.
- b. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each plan, refer to the applicable documents, agreements, regulations, or contracts.

ARTICLE 3 COMPENSATION

A. GENERAL PROVISIONS

1. Any and all compensation increases provided to mariners for the duration of this Agreement are provided for in this Article.
2. Per diem mariners shall be compensated at Step 1 or above of the pay-step ladder corresponding to their title code (Appendix 3 - Pay Step Ladders).
3. Eligibility
 - a. To be eligible for the increases set forth in this Article, the bargaining unit employee must be on pay status or on an approved leave in the B6 bargaining unit at UC San Diego on the effective date of the increase and on the date of payout.
 - b. Mariners on an unpaid leave of absence are not eligible for an increase until they return to pay status.
 - c. As used in this Article, “non-probationary” means a career employee who successfully completed probation before an increase or lump sum payment becomes effective.

4. Effective Dates

All pay increases outlined in this Article shall be effective on the first full biweekly or monthly pay period on or after the increase effective date.

5. Order of Increases

- a. If more than one wage adjustment takes place on the same date, actions occur in the following order:
 - i. Across-the-board range adjustment
 - ii. Merit increase
 - iii. Equity Increase
 - iv. Individual wage rate actions resulting from promotion, reclassification, or demotion. In the event an individual’s wage rate remains below the new range minimum after the implementation of all base-building increases, their wage rate will be increased to the new range minimum.

6. Implementation is subject to UCPath blackout periods. All delays in implementation of any increase due to blackout periods shall be adjusted at the percentage negotiated and payable at a non-base-building retirement-eligible lump sum.

7. There shall be no increases provided after the Agreement expiration.

8. Wage Rates

The applicable wage rates are reflected on the UC San Diego Title and Pay Information Lookup at: <http://hr.ucsd.edu/tpp/>. The actual wage rates and adjustments paid to employees may vary slightly from those reflected in Appendix 3 - Pay Step Ladders, due to rounding.

B. ACROSS-THE-BOARD (ATB) RANGE INCREASES

1. General Provisions
 - a. When applying a range adjustment to ranges with steps, the adjustment shall apply equally to all steps within the range. The resulting step shall apply to all employees on the step.
 - b. Unless otherwise specified, wage increases (regardless of type) shall be based only up to the maximum of the applicable step range. The University's normal pay practices shall be followed in implementing wage increases.
 - c. Across-the-board range adjustments will apply to all employees regardless of probationary status.
2. For eligible employees, annual range increases for the duration of this Agreement shall take place as follows:
 - a. Effective January 1, 2023, the University will increase all ranges in the unit by 2% across-the-board, in accordance with Sections A.4. and A.5. above.
 - b. Effective January 1, 2024, the University will increase all ranges in the unit by 2% across-the-board, in accordance with Sections A.4. and A.5. above.
 - c. Effective January 1, 2025, the University will increase all ranges in the unit by 2% across-the-board, in accordance with Sections A.4. and A.5. above.
 - d. Effective January 1, 2026, the University will increase all ranges in the unit by 2% across-the-board, in accordance with Sections A.4. and A.5. above.
 - e. Effective January 1, 2027, the University will increase all ranges in the unit by 2% across-the-board, in accordance with Sections A.4. and A.5. above.

C. MERIT-BASED INCREASES

1. Effective July 1st of each year this Agreement is in effect, starting the July 1 following initial step placement as described in the Initial Implementation Side Letter, the University shall provide a one-step, within-range increase to non-probationary career employees who receive an overall performance rating of satisfactory or above on their most recent annual performance appraisal.
2. Employees who are not provided a performance evaluation shall be deemed "satisfactory," and shall receive an increase if otherwise eligible.

D. OTHER INCREASES

The University may increase individual pay rates or ranges for selected classifications and nothing shall preclude the University from providing equity increases.

ARTICLE 4 CORRECTIVE ACTION AND DISMISSAL

A. GENERAL PROVISIONS

1. The University shall have the authority to engage in corrective action or dismiss a non-probationary career employee, for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.
2. The University will apply progressive corrective action where appropriate.
3. A non-probationary career employee who alleges that such corrective action or dismissal is not based on just cause may appeal such action pursuant to the provisions of Article 7 - Grievance Procedure.
4. In this Agreement, the phrase “corrective action” refers to the corrective action and dismissal management actions described in this article.

B. TYPE OF CORRECTIVE ACTION

1. The University may take the following corrective actions: written warning, suspension, demotion, salary decrease, or dismissal.
2. A performance evaluation, a verbal counseling (documented or not), or a counseling memo, which does not specifically reference B(1), is not considered corrective action and is not subject to Article 7- Grievance Procedure, although each may be used to demonstrate that an employee had knowledge that their actions could subsequently lead to corrective action or dismissal.

C. INVESTIGATORY LEAVE

1. The University may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of employee conduct that warrants relieving the employee of all work duties immediately.
2. The investigatory leave must be confirmed in writing to the employee and the Union not later than three (3) University business days after the leave is effective. The confirmation must include the reason(s) for and the expected duration of the leave.
3. If a mariner is overseas when placed on investigatory leave, the University shall provide either travel from the vessel to the mariner’s home, or meals and lodging on or off the vessel during such a period, depending on operational need as determined by the University’s sole, non-grievable, non-arbitrable discretion.
4. If a suspension is determined by the University to be appropriate, a maximum of fourteen (14) work days of the investigatory leave may be applied to such suspension without pay. If dismissal is determined by the University to be appropriate, a maximum of fourteen (14) work days of the investigatory leave period may be without pay.

D. NOTICE

1. Written notice of intent will be provided to the employee for: intent to suspend for more than five work days, to demote, to decrease salary, or to dismiss. Notice shall be provided

either by delivery of the notice to the employee in person or by placing the notice of intent in the U.S. mail addressed to the employee at the employee's last-known home address. It shall be the responsibility of the employee to inform the University in writing of any change in their home address. The notice of intent shall be accompanied by proof of service indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent.

2. The notice of intent shall include:
 - a. the corrective action intended, the reason(s) for the corrective action, and the effective date of the corrective action;
 - b. a brief explanation of the corrective action, and copies of all materials upon which the intended corrective action is based; and,
 - c. notification of the employee's right to respond either orally or in writing, the person to whom any response must be directed, and that the response must be received within ten (10) calendar days of the date of issuance of the notice of intent in accordance with Section E. below
3. A copy of the notice of intent shall be sent to the Union.

E. RESPONSE TO NOTICE

1. The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. The response must be received within ten (10) calendar days from the date of issuance of the notice of intent, in accordance with instructions given by the University in the written notice of intent provided to the employee. Any extension of the response deadline must be mutually agreed to, in writing, prior to the end of the first ten-day period.
2. If the employee chooses to respond orally, the employee may have a Union representative present, provided the representative is not a University employee who has been designated as supervisory, managerial, or confidential.

F. MANAGEMENT ACTIONS

1. After review of the employee's timely response to a notice of intent, if any, the University shall notify the employee of the action to be taken, and the effective date of the action. The action may not include corrective action more severe than that described in the notice of intent; however, the University may reduce the corrective action without the issuance of further notice of intent.
2. If the employee's response to a notice response is not received by the tenth (10th) calendar day following the issuance of the notice of intent, the action may be implemented on the eleventh (11th) calendar day following the issuance of the notice of intent.
3. For corrective actions not requiring notice of intent, the University shall inform the employee in writing of the corrective action to be taken, the reason(s) for the action, and the effective date of the action.

ARTICLE 5 DEVELOPMENT AND TRAINING

A. GENERAL PROVISIONS

1. The University shall have the sole, non-grievable, and non-arbitrable right to make all decisions relating to development and training. These decisions include, but are not limited to, requiring or permitting employees to attend career-related or position-related development programs; and payment of fees, duration of released time, and status of released time as time on pay or non-pay.
2. Mariners are solely responsible for maintaining their personal and professional licenses, credentials, and certificates; for ensuring such licenses, credentials, and certificates are valid and current prior to reporting aboard ship and through their rotation.
3. Education or training that is suggested or recommended, but not required, is not “required” within the meaning of this Article.

B. TRAINING AND REIMBURSEMENT

1. When the University requires attendance at an educational or training program, the University will pay the fees and related costs.
2. Training opportunities other than University-required must be preapproved to receive reimbursement. Mariners will propose individual training for the following year by September 1, for University consideration and potential pre-approval. Upon successful completion of pre-approved optional education or training course or program, the University will reimburse employees for agreed-upon expenses.
3. Education or training for the acquisition or maintenance of licenses, credentials, and certificates will not be reimbursed by the University except as provided in this section.
 - a. For career, non-probationary employees, the University shall pay for or reimburse the government renewal fees listed below, while the mariner is employed by the University:
 - i. Merchant Mariner Credential (MMC), USCG Physical/Medical Exam, and DOT Drug Test
 - ii. Transportation Worker Identification Card (TWIC)
 - iii. U.S. Passport
 - iv. Food Handler certificate
 - b. For career, non-probationary employees, the University shall pay for or reimburse the tuition for the courses required for the renewals listed in 3.a.i through a.iv. above, while the mariner is employed by the University.
 - c. To qualify for reimbursement, the credential or certificate must be associated with the mariner’s currently-assigned duties.
 - d. The University may pay for or reimburse similar fees for employees in other-than career appointments. Any such payments to other-than-career employees shall be non-precedent setting.

4. Any request for reimbursement of expenses should be submitted to the University within two months following the expense incurred.
5. University of California Courses and Programs
 - a. Non-probationary career employees with at least a 50% appointment, who satisfy the University of California resident requirement, and who are admitted to the University are eligible for the same fee reductions as other staff employees.
 - b. Non-probationary career employees attending University courses or seminars shall not be eligible for the services or facilities of counseling centers, gymnasias, or student health services incidental to such reduced- fee registration.
 - c. Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.
6. Campus staff training programs shall be available to employees covered by this Agreement to the same extent they are provided to all other staff employees.
7. Nothing contained in this Agreement will preclude the University from granting additional training and career development opportunities. Any additional opportunities will be at the sole, non-grievable, non-arbitrable discretion of the University.

C. SCHEDULING

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

D. DISPUTES

1. If an employee is denied leave for education or training based on operational considerations on three (3) separate and consecutive occasions, the Scripps Associate Director, or their designee, shall discuss with the employee the possibility of scheduling alternative education or training for a future date when operational considerations do not bar such participation.
2. Concerns about development and training should be discussed with an employee's immediate supervisor and then with the Marine Superintendent. If a concern is not resolved by those discussions, an employee may appeal a dispute to the Scripps Associate Director in writing, and such appeals must be received within seven (7) days of the denial. The Scripps Associate Director, or their designee, shall respond to a timely appeal in writing, within ten (10) business days, stating a decision change or reason(s) the appeal is denied. If the Director or designee fails to provide the required response within ten (10) business days, the employee may file a grievance in accordance with Article 7 – Grievance Procedure, regarding that procedural violation. This procedural violation is the only grievance permitted under this Article, and such grievance shall be eligible for consideration through Step 2 of the Grievance Procedure of this Agreement, and shall not be eligible for Arbitration. The remedy for such a grievance shall be limited to the University providing the written response to the appeal from the Scripps Associate Director.

ARTICLE 6 DURATION OF AGREEMENT

A. EFFECTIVE DATES

1. The terms and conditions of this Agreement shall become effective on September 1, 2022, as long as all authorized representatives for both parties have signed the document, and shall terminate at 11:59 p.m. on June 30, 2027, unless the University and IBU agree to extend any or all of the terms and conditions.

B. NEGOTIATION OF A SUCCESSOR AGREEMENT

1. No later than January 1, 2027, the Union agrees to provide UC San Diego Labor Relations Office (1) written notice of its intent to negotiate a successor agreement, and (2) initial bargaining proposals for a successor agreement. Following timely receipt of these items or if the University wants to initiate successor bargaining, the University agrees to provide the Union with its initial bargaining proposals, on or about January 15, 2027. The parties agree to commence bargaining for the parties' successor agreement at a mutually agreeable date on or about February 15, 2027.
2. Neither party shall have any obligation or requirement to negotiate any provisions of any article not timely noticed.

C. RENEWAL

In the event that neither party gives timely notices as set forth in this section, this Agreement shall remain in effect on a year-to-year basis. In the event that the Agreement continues in this manner and either party wishes to bargain, the parties shall provide notice, including written proposals, no later than January 1st and January 15th of the applicable year, and following all requirements of Section B above.

ARTICLE 7 GRIEVANCE PROCEDURE

A. GENERAL CONDITIONS

1. A grievance is a written complaint by an individual employee or IBU that the University has violated a specific provision of this Agreement. The University shall not have the right to use the grievance procedure.
2. No employee shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.
3. Filing
 - a. Grievances and subsequent appeals must be timely submitted to grievance@ucsd.edu and must include PDFs of all documents, information, and signatures necessary to be in compliance with the provisions of the Agreement. The date and time indicated on the University's server shall constitute the official date of receipt by email submission. If the registered date on the University's server falls on a weekend or after 5:00 p.m. on a business day, the following business day shall constitute the official date of receipt.
 - b. Business days are Monday through Friday in San Diego, not including holidays.
 - c. The University shall acknowledge receipt of the Union's grievance filing and subsequent appeals sent to grievance@ucsd.edu with a computer-generated, automatic email response.
 - d. All subsequent University responses shall be sent via e-mail to the e-mail address designated by the Grievant/Representative on the grievance form.
 - e. The grievance form (see Appendix 1 - Grievance Form) shall be furnished to the employee by IBU.
 - f. Only one subject matter shall be covered in any one grievance. To be eligible for processing, a formal grievance must be timely and must also comply with the following:
 - i. identify the specific article(s) and section(s) of this Agreement alleged to have been violated;
 - ii. describe the action(s) which allegedly violated the identified article(s) and section(s);
 - iii. identify the date(s) of the action(s);
 - iv. list the affected employee(s) known at the time of filing;
 - v. describe the adverse effects of the alleged violation on the grievant and/or the Union;
 - vi. describe the remedy requested; and
 - vii. include date and the signature or e-signature of the grievant or the union representative.

- g. No remedy shall exceed restoring to the grievant the pay, benefits, or rights lost as a result of the violation of the contract, less any income earned from any source including but not limited to Workers' Compensation, Unemployment Insurance benefits, or other employment.

4. Terms / Definitions

For the purposes of this Article, the terms:

- a. "Grievant" means any eligible employee covered by this contract who has a grievance or complaint (as defined by this Agreement);
- b. "IBU-designated Employee Representative" means any employee covered by this contract who is a designated union representative of IBU, in accordance with the provisions of Article 39 - Union Access, Section B;
- c. "IBU Representative" means any person who is a non-university employee designated by IBU to act in the interest of or on behalf of IBU;
- d. "The Parties" means the University and the grievant; and/or, the "IBU representative" or the "employee representative" serving as the grievant's representative;
- e. "Witness" means any employee who is serving as a witness in a grievance proceeding; for the purposes of release time, said employee must be covered by this contract.

B. EMPLOYEE REPRESENTATION

A grievant shall have the right to be represented at all steps of the grievance procedure by an IBU representative or an IBU-designated employee representative, or any other one (1) person of the grievant's choice other than a University employee who has been designated as supervisory, managerial, or confidential.

C. TIME LIMITS

1. Other than the time limits for the initial filing of a grievance, the time limits as specified in this article may be extended by mutual agreement of the parties. Extensions must be confirmed in writing.
2. The parties may mutually agree to skip any steps of the grievance procedure or to place the grievance in abeyance; such agreements shall be made in writing.
3. In cases involving allegations of discrimination or harassment, the grievance will automatically be placed in abeyance in accordance with Article 20 - Non- Discrimination in Employment. This provision does not apply to allegations of discrimination based on union activity.
4. Deadlines that fall on a day that is not a business day will automatically be extended to the next business day.
5. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last University response to the grievance and shall

be considered ineligible for further appeal and/or arbitration. In cases where no University response was issued, the matter will be considered withdrawn.

D. GRIEVANTS WHO HAVE RESIGNED

Grievants who voluntarily resign or retire their employment with the University shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual or union grievance. However, if a union grievance is related to the implementation of a compensation provision negotiated in a UC San Diego/IBU agreement, the grievance may be continued for a grievant who has voluntarily resigned or retired, if it has moved to Step 2 before the date of the employee's resignation or retirement.

E. GRIEVANCE PROCEDURE - INFORMAL

Before commencing the formal grievance procedure, an individual employee, with or without their representative, may first attempt to resolve informally the grievance with the immediate supervisor. Informal resolutions, although final, shall not be precedent setting. Attempts at informal resolution do not extend time to file at Step 1.

F. GRIEVANCE PROCEDURE - FORMAL

1. Step 1

- a. All grievances must be filed via email to grievance@ucsd.edu on a form agreed to by the parties (Appendix 1 - Grievance Form), and must be received within thirty (30) calendar days after the date on which either the employee or IBU knew or could be expected to know of the event or action giving rise to the grievance, whichever comes first. The only exception to this 30-day filing deadline is if the grievant is on ship and a documented satellite communication error prevents email access for grievance filing (day 29-30 of the 30-day period). In such cases, the University shall provide a filing grace period equivalent to the time satellite communications were unavailable, as documented by satellite communication statistics.
- b. The University's written response will be issued within fifteen (15) business days after the formal grievance is filed.
- c. Resolution of the grievance at Step 1 or earlier, although final, shall not be precedent-setting.
- d. The employee and/or the Union may amend the alleged violation stated in the original grievance as needed up to and including the filing of the appeal to Step 2. Alleged violations of this Agreement not alleged in appeal to Step 2 are not subsequently admissible or arbitrable.

2. Step 2

- a. If the grievance is not resolved at Step 1, the grievant or the Union may proceed to Step 2 by filing a written appeal via e-mail to grievance@ucsd.edu within fifteen (15) calendar days of the date the written response is issued or, if not issued, was due. The only exception to this 15-day filing deadline is if the grievant is on ship and a documented satellite communication error prevents email access for appeal filing

(day 14-15 of the 15-day period). In such cases, the University shall provide a filing grace period equivalent to the time satellite communications were unavailable, as documented by satellite communication statistics.

- b. If requested by either party, the designated University local official shall convene a meeting with the grievant and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the appeal to Step 2. If the grievant is onboard ship, the meeting shall be held so that the timing reflects the ability to gain access to stable internet or the availability of the vessel in port. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.
 - c. Resolution of the grievance at Step 2 or earlier, although final, shall not be precedent-setting.
 - d. A written decision will be issued within fifteen (15) business days following the Step 2 meeting, or from the date the parties agree that no meeting will be held.
3. Appeals to Arbitration

An appeal to arbitration must be filed via email to grievance@ucsd.edu within thirty (30) calendar days of the issuance of the University's Step 2 answer, or if none was issued, thirty (30) calendar days of when the University's Step 2 answer was due.

G. UNION GRIEVANCES

IBU shall have the right to present grievances under this procedure on behalf of an individual employee or on behalf of itself. It shall be the Union's responsibility to inform an employee that it is bringing a grievance.

H. CONSOLIDATION OR SEVERANCE OF GRIEVANCES

Grievances of two or more employees, as well as multiple grievances by or related to the same employee, or which relate to the same incident, issue, alleged violation, facts, or course of conduct, may be consolidated or severed at the option of the University. No time limits shall be automatically shortened or extended as a result of consolidation or severance of consolidated grievances.

I. OFFERS OF SETTLEMENT

Settlement offers made at any stage of this procedure, including informal resolution, shall not be introduced as evidence in subsequent steps nor at arbitration, and shall not be precedent setting.

J. RELEASE TIME AND PAY STATUS FOR GRIEVANTS, EMPLOYEE REPRESENTATIVES, AND/OR WITNESSES

1. University-Convened Meetings
 - a. If the University convenes a meeting involving the parties to a grievance for the purposes of resolving the grievance and/or completing the steps of the Grievance Procedure, the grievant, any witness, and IBU-designated employee representative(s)

are eligible to attend such meeting pursuant to this Article and Article 39 – Union Access, Section I.

- b. The University is not required to provide for in-person attendance of a bargaining unit employee at meetings convened by the University. Virtual platforms will be used routinely for such meetings, but in- person attendance at such meetings may be required at the option of the University. The University will be responsible for travel and allowable related expenses for an employee the University requires to attend in-person.
2. Only witnesses with information that is relevant and material to the subject matter of the meeting are eligible for without-loss-of-straight-time release. Grievant and IBU agree that every effort shall be made to avoid the presentation of repetitive witnesses and the absence of any or all witnesses shall not require the meeting to be recessed or postponed.
3. The University is not responsible for any travel or lodging expenses or any other expenses incurred by the representative, grievant, or union witnesses.

K. GRIEVANCE FILE

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. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement.

ARTICLE 8 HEALTH AND SAFETY

A. GENERAL CONSIDERATIONS

1. The University is committed to providing all employees a safe work environment. The University shall make reasonable attempts to furnish and maintain in safe working condition the workplace and equipment required to carry out assigned duties. The University shall manage its operations in a safe manner, including but not limited to complying with University health and safety policies and procedures, and federal and state safety regulations.
2. Mariners shall perform their work in a safe manner, including but not limited to complying with University health and safety policies and procedures, and federal and state safety regulations. Mariners shall be alert to unsafe practices, equipment, and hazardous conditions, and shall immediately report any unsafe practices or hazardous conditions in accordance with the Safety Management System (“SMS”). Mariners’ failure to comply with this Article can result in corrective action.
3. SMS procedures shall be followed in identifying and addressing safety concerns. Mariners may raise safety concerns at any time, including during weekly drills and/or safety training, or labor-management meetings as defined in Article 12 – Labor Management Meetings. Employees have the right to report health and safety complaints or violations to the Office of Environmental Health & Safety, University Risk Services, University Safety Committees, and/or to the appropriate regulatory agency.
4. No employee shall be retaliated against for identifying and/or expressing concern about any health or safety-related issue.
5. Safety training will be provided to mariners based on operational needs and legal requirements, subject to Article 5 - Development and Training.

B. HEALTH TESTING

1. If the University requires testing of employees for communicable disease or nuclear, biological, or chemical contamination, the University shall offer such tests to mariners within the appropriate affected work areas at no cost to the employees.

C. PERSONAL PROTECTIVE EQUIPMENT

1. The University shall continue to provide the personal protective equipment which it currently makes available to the employees covered by this Agreement.
2. Requests for personal protective equipment shall be directed to the employee’s immediate supervisor.
3. University-provided personal protective equipment shall be returned upon completion of the assignment.
4. University-provided personal protective equipment that is damaged or worn out in the performance of duties shall be repaired or replaced by the University.

D. WORK CLOTHING

1. Crew members are expected to wear attire appropriate for their assigned duties. The University will make available disposable coveralls or similar protective covers for clothing upon request, at the University's sole discretion depending on assigned task and supply availability.
2. The University will reimburse career mariners up to \$150 per year towards purchase of work shoes/boots from a pre-approved list of shoes/boots (reimbursement provided upon proof of purchase). The University will continue to provide rubber work boots/shoes for community use.

E. TOOLS AND EQUIPMENT

1. The University shall furnish and make reasonable attempts to maintain in safe working condition the workplace tools and equipment required for employees to carry out the duties of their positions.
2. The University shall have no responsibility to provide, maintain and/or reimburse employees for tools and/or equipment which are not the property of the University. Additionally, the University is not required to provide equipment different from that which is determined by the University to be necessary for the safe conduct of University business.

F. BEDDING AND LINEN

1. The University agrees to provide on board each vessel, without charge or deposit, bed sheets, pillow slips, bath towels, paper hand towels, mattresses, blankets, bedspreads, pillows, and bath soap to ensure sanitary and healthful conditions.
2. Mariners shall be responsible for and shall turn in the soiled furnishings before being issued clean ones weekly. Soiled furnishings shall be deposited in a suitable receptacle to be provided on the vessel by the University. Clothes washers and dryers will be maintained on all vessels.

G. DIET AND NUTRITION

1. The University agrees to provide a reasonable supply of seasonal fresh fruit and vegetables; meats, poultry, and seafood choices; natural cheeses, butter, and fresh milk; and coffee and tea.
2. Compliance with the obligations described in this section is subject to availability and other operational considerations. The University will support efforts to obtain sustainable food supplies when reasonable and practicable, subject to current and allowable ordering practices, availability, and other operational considerations.

H. DISPUTES

1. Disputes concerning this Article shall be subject to the Grievance Procedures of this Agreement through Step 2 and shall not be eligible for Arbitration Procedures of this Agreement.

2. This Article does not cover mental or emotional reactions to or perceptions of the work environment; and, does not cover physical reactions arising from mental or emotional reactions to or perceptions of the work environment.
3. The University's ability to comply with the provisions of this Article is subject to the availability of specifically budgeted funds for the particular efforts which may be necessary in order for the University to meet its obligations under this Article. The University and Union agree that the availability of such specifically budgeted and available funds shall be a contingency upon which the University's compliance with this Article shall be dependent.

ARTICLE 9 HOLIDAYS

A. GENERAL CONSIDERATIONS

1. An employee shall be eligible to receive holiday pay if the employee is on pay status on the employee's last scheduled work day before the holiday and on the first scheduled work day after the holiday.
2. No employee shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence or a disciplinary suspension.
3. Holiday pay shall not count as hours worked for the purpose of calculating overtime.

B. UNIVERSITY HOLIDAYS

1. The University shall observe the following days as administrative holidays:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. Presidents' Day (observed on third Monday in February)
 - d. Cesar Chavez Day (observed on last Friday in March)
 - e. Memorial Day
 - f. June 19 "Juneteenth" (or announced equivalent)
 - g. Independence Day
 - h. Labor Day
 - i. Veterans Day
 - j. Thanksgiving Day
 - k. Friday following Thanksgiving Day
 - l. December 24 (or announced equivalent)
 - m. December 25
 - n. New Year's Eve (or announced equivalent)
2. 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.
3. Unless an alternate day is designated by the University, a holiday that falls on Saturday is typically observed on the preceding Friday, and a holiday that falls on Sunday is typically observed on the following Monday.

C. SPECIAL OR RELIGIOUS HOLIDAYS

An employee may observe a special or religious holiday, if the University determines that work schedules permit and provided that the time off is charged to accrued vacation, compensatory time off, accrued overtime, or is without pay. Such requests shall not be unreasonably denied.

D. HOLIDAY PAY

1. Holidays Worked

- a. An employee required to work on a holiday listed above shall be paid at the employee's regular straight-time rate of pay for actual hours worked. In addition, an eligible employee shall receive eight (8) hours of holiday pay at their regular straight-time rate, regardless of the number of hours in the employee's shift.
 - b. An employee shall be paid at the rate of time and one-half times (1 1/2) regular pay for hours actually worked on Fourth of July, Labor Day, Memorial Day, December 25th, Thanksgiving Day, and New Year's Day, and or the announced equivalent designated by the University. In addition, an eligible employee shall receive eight (8) hours of holiday pay at their regular straight-time rate, regardless of the number of hours in the employee's shift.
2. Holidays not worked
- a. When an eligible, career employee is assigned to a ship and the employee's work schedule does not require work on an observed holiday, the employee will receive eight (8) hours of holiday pay at their regular straight-time rate, regardless of the number of hours in the employee's normally scheduled shift.
 - b. When an eligible, per diem employee is assigned to a ship and their work schedule does not require the employee to work on an observed holiday, the employee will receive four (4) hours of holiday pay if they have from 1 to 80 hours on pay status, or eight (8) hours of holiday pay if the employee have 81 or more hours on pay status. Holiday pay is at the employee's regular straight-time rate. Pay status hours are based on eligibility determined by the quadriweekly cycle, defined as the two (2) bi-weekly pay periods immediately preceding the bi-weekly pay period in which the holiday occurs, excluding overtime or other holiday hours.
 - c. When an eligible, career employee is not assigned to a ship, the employee will receive up to eight (8) hours of holiday pay at their regular straight-time rate, proportionate to their hours on pay status. (For example, a career mariner off shipboard rotation, who is being paid at 50% the day before and the day after an observed holiday would receive four (4) hours of straight-time pay as holiday pay.)

ARTICLE 10 HOURS OF WORK AND OVERTIME

A. GENERAL PROVISIONS

1. This Article shall not be construed as a guarantee of or limitation on the number of hours per workday or workweek.
2. The University must comply with work hours and rest periods as stated in Standards of Training, Certification, and Watchkeeping (STCW) (46 CFR 15.1111).
3. There shall be no duplication, pyramiding, or compounding of any premium wage payments in this Agreement.
4. Nothing in this Article shall infringe upon, interfere with, or diminish the University's right to ensure adequate staffing and coverage to meet operational requirements in an efficient and orderly manner, and all work schedules are subject to change depending on operational need as determined by the University's non-grievable, non-arbitrable sole discretion.

B. WORKWEEK AND WORK SCHEDULES

1. A workweek is a period of time consisting of seven (7) consecutive days. A standard workweek is from Sunday morning (12:01 a.m.) to midnight the following Saturday. The University may, in its sole discretion and in compliance with relevant law, determine and/or change the beginning and end of the work week.
2. A work schedule is the normal number of days and hours of work assigned to an employee within a workweek. Employees will be scheduled in accordance with STCW and the University's operational needs.
 - a. For ships with rotating crews (Global- and Ocean-Class ships), mariners onboard will be scheduled to work every day. No days off will be given, unless mutually agreed to by the employee and supervisor. This daily work schedule shall not apply during periods of overhaul, drydocking, and other times designated by the University. The University shall provide mariners with at least fourteen (14) days notice, when practicable, of a change to a less- than-seven day workweek.
 - i. The standard daily work schedule for watchstanders is four (4) hours on watch followed by eight (8) hours off. Two (2) such watch cycles shall constitute a day's work. A meal occurring during evening watch is considered hours worked.
 - ii. The standard daily work schedule for dayworkers is one eight (8) hour shift, excluding meal periods.
 - iii. In port, the University may, at its sole, non-grievable and non-arbitrable discretion, keep personnel on sea watches, day-work routine, or shift to a 24/48 routine (assigned to duty on ship or on modified watch schedule for 24-hours followed by 48-hours off).
 - b. For ships with non-rotating crews (Coastal/Local Class ships), mariners onboard will be scheduled to work every day when underway, using the standard watch rotations as described in B.2.a.i. When docked at MarFac, career mariners will be scheduled to

work Monday through Friday, using the standard daily work schedule for dayworkers as described in B.2.a.ii. When docked at MarFac, non-career mariners will be scheduled according to operational need. No days off will be given, unless mutually agreed to by the employee and supervisor. When docked at ports other than MarFac mariners onboard will be scheduled as described in B.2.a. and B.2.a.iii. This daily work schedule shall not apply during periods of overhaul, drydocking, and other times designated by the University. The University shall provide mariners with at least fourteen (14) days notice, when practicable, of a change to a less- than-seven day workweek.

- c. For Chief Engineers, the standard work schedule is 8-hours per day, or the time needed to meet the responsibilities assigned to the position. Chief Engineers are expected to work their regular schedule and to generally be available as business requires. Chief Engineers are paid an established salary and do not receive overtime compensation, compensatory time off except as otherwise noted in section I.2. of this article, or call-back time compensation.
3. Work schedules reflect anticipated arrangements on a particular ship and deviation from work schedule may occur as operational circumstances require.
 4. Absent operational necessity, the University will provide mandated rest between watches and between cruises. For ships with non-rotating crews mariners shall be provided a minimum of eight (8) hours of uninterrupted off-duty time between cruises.

C. SCHEDULES

1. On-ship and off-ship rotation length and frequency are determined by the University.
2. Employees will be made aware of their on-ship schedule in the following manner:
 - a. A projected on-ship schedule for the next year will be provided by December 1st; an updated on-ship schedule for the remainder of the year will be provided by June 1st.
 - b. Travel orders or San Diego in-port work schedules will be provided at least fourteen (14) days prior to shipboard reporting date, when practicable.
3. If a mariner is not relieved after one hundred twenty (120) days aboard ship, the mariner shall be paid an additional amount of \$25.00 for every day on duty over one hundred twenty (120) days. A mariner who requests and is approved to remain aboard ship for longer than one- hundred and twenty (120) days would not receive this additional amount.
4. The most current revision of the annual fleet vessel schedule and fleet crew schedule will be posted onboard each vessel at the start of every month and be made electronically available when an online system is developed.
5. Breaks from on-ship rotation not initiated by the University may result in loss of rotation and will require the use of Compensatory Time Off or other approved leave. Return to an on-ship rotation will depend on operational need as determined by the sole non-grievable/non-arbitrable discretion of the University.
6. Annual Rotation Preferences

The University will provide mariners a draft ship schedule for the following year by October 1 of each year. By November 1 of each year, mariners may submit their preferred rotations for the coming calendar year. Procedures for rotation preference list submission will be defined by the University.

- a. Rotation preferences do not guarantee any rotation; however, the University will consider a mariner's timely written preferences when scheduling.
- b. On their list of preferred rotations, a mariner can designate one vacation period per year, which may be as long as two weeks, as high priority to be off-ship. The mariner must also submit a vacation request for that period in accordance with Article 41 - Vacation. The University will prioritize scheduling the mariner off-ship rotation for that high-priority period. If two mariners in the same classification request the same priority week, the most senior mariner will have priority that period depending on operational needs. For these purposes, seniority is defined as time in a career position in the classification.
- c. Preferred rotation submissions received on or after November 1st will be reviewed after those received on time.
- d. The University's consideration of rotation preferences does not alter or limit management's rights regarding scheduling. Rotation preferences may be granted or denied, depending on operational needs.

7. Rotation Preference Adjustments

Requests to adjust preferred rotations may be submitted in the month of April for rotations to be taken between July 1 and December 31 of that same calendar year. Procedures for rotation preference adjustment submission will be defined by the University.

- a. Outside the month of April, only emergency requests to adjust rotation preferences will be considered on a first-come, first-served basis. Verification of the emergency may be required.
- b. The University's consideration of rotation preference adjustment requests does not alter or limit management's rights regarding scheduling. Rotation preference adjustment requests can be granted or denied, depending on operational needs

8. Notice of Schedule Change

The University will provide as much notice as practicable when a mariner's on-ship schedule is changed.

D. TRAVEL TIME

1. Mariners shall be compensated 8-hours straight time per calendar day of travel to and from the vessel, regardless of the length of travel, provided the travel is for business and is undertaken pursuant to University- provided travel orders. Such travel is considered time worked, but time on travel does not count towards overtime.
 - a. This does not apply to mariners whose primary residence is 100 miles or less from the vessel.

- b. Commuting to and from a vessel during a ship-board assignment does not constitute “travel for business.”
 - c. The University may designate other travel as time worked.
2. Absent operational necessity, the University will provide appropriate rest time pursuant to section A.2 of this article after travel and prior to starting work aboard ship.
 3. Mariners shall not be required to travel on the same day after working a full day on board the vessels. If a stateroom is not available on the vessel the University shall provide alternate accommodations for up to one night.

E. MEAL PERIODS

1. For dayworkers: Not more than one (1) meal period of at least one-half (1/2) hour is provided for shifts worked lasting six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status unless the University requires a mariner to perform work during a meal period.
2. The University will make every effort to ensure that the mariner has the opportunity to take a meal break in accordance with E.1, above. As soon as practicable after a mariner determines that they are unable to take a meal break due to urgent work needs, the mariner shall notify their supervisor (or designee), in which case the University will make every effort to ensure that the mariner is offered the opportunity to take an alternate meal period during their shift.

F. BREAKS

1. Two breaks of fifteen (15) minutes shall normally be granted during an eight (8) hour or a ten (10) hour work period. Three breaks of fifteen (15) minutes shall normally be granted during a twelve (12) hour shift. Employees who work less than an 8-hour shift shall normally be granted one fifteen (15) minute break for each work period of three continuous hours or more, not to exceed two (2) breaks per day.
2. Operational requirements may restrict the granting of breaks.
3. Breaks shall not be taken at the beginning or end of a work period, accumulated for use at a later time, or combined with a meal period, without prior supervisory approval.

G. DRILLS

If an off duty/off watch crew member is required to attend any drill or meetings in excess or in addition to one (1) hour a week, they shall be paid at their normal rates of pay for that additional time over one (1) hour per week.

H. OVERTIME

1. Overtime Definition
 - a. Overtime is time worked that exceeds eight (8) hours a day, or forty (40) hours in a workweek.
 - b. The only entitlement to overtime is as defined by and provided in this Agreement.

- c. For the purpose of computing overtime, time worked does not include hours paid in non-work status, including, but not limited to, sick leave pay, vacation pay, holiday pay as provided in Article 9 - Holidays, paid holidays not worked, compensatory time off, and paid leave of absence pursuant to Article 14 - Leaves of Absence.
 - d. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
2. Overtime Assignment
 - a. The University shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the University. As soon as practicable after the need for overtime is determined, the University shall notify the employee that overtime must be worked. Employees are expected to work overtime when such work is assigned.
 - b. The University will assign overtime based on various factors, including but not limited to necessary skills, knowledge, and/or abilities needed to perform the work, and impact to assigned watches.
 3. Overtime Compensation
 - a. Overtime pay consists of overtime premium pay and overtime straight pay.
 - i. "Overtime premium pay" applies to hours actually worked that exceed eight (8) hours in a day, or that exceed forty (40) hours in a work week. For the purpose of computing hours actually worked, the following are not included: hours paid in non-work status, including, but not limited to, sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to Article 14- Leaves of Absence. Overtime premium pay compensation is one and one-half (1½) times the mariner's straight-time rate.
 - ii. "Overtime straight pay" applies to hours on pay status that exceed the regular work hours but do not meet the criteria for "Overtime premium" pay. Overtime straight pay compensation is the mariner's straight-time rate.
 - iii. There shall be no duplication, pyramiding, or compounding of any premium wage payments.

I. OVERTIME COMPENSATION AS COMPENSATORY TIME OFF

1. For all mariners except Chief Engineers, the first sixteen (16) overtime premium pay hours per week will be banked for compensation as Compensatory Time Off ("CTO"). Any other overtime will be compensated as part of the pay period when the hours were worked, in accordance with Section H.3.a., above.
2. For Chief Engineers, twelve (12) hours for each Saturday and Sunday worked will be banked for compensation as shore leave regardless of days actually worked.
3. CTO accrual is limited to a maximum of four hundred and eighty (480) hours total. Hours of overtime that exceed this maximum compensatory time accrual limit will be paid at the appropriate rate.

4. CTO balances shall be paid to the employee upon separation, or upon promotion to a position outside the bargaining unit, or upon transfer to a position in another department or location.

5. Scheduling Compensatory Time Off

a. Compensatory time shall be paid or scheduled by the University in accordance with departmental needs. An employee may request to schedule or change the use of compensatory time. An employee's request for the scheduling of compensatory time shall be granted subject to the needs of the University and shall not be unreasonably denied.

b. When compensatory time off is taken or paid, it is compensated at the employee's current straight-time rate of pay.

6. Legacy Compensatory Time Off Balances

CTO accrued up to the time of ratification will be preserved and paid out as follows: A mariner with a CTO balance exceeding the CTO maximum set by this Agreement will not accrue new CTO until their balance is below the maximum, and will draw down their existing CTO balance until it is below the maximum as defined above. For a mariner with a CTO balance over the maximum, overtime work will be compensated as part of the pay period when the hours were worked, in accordance with Section H.3.a., above, until their CTO balance is below maximum. When their CTO balance is below maximum again, CTO will accrue as provided in this Article.

7. Implementation of the CTO banking described in this section will be effective for the first full pay period following 180 (one hundred eighty) calendar days from the date of ratification.

J. CALL-BACK

When an employee (except for a Chief Engineer Manager 1) is called back to work after completing a workday and leaving the port facility, the employee shall be paid for the time actually worked upon return or a minimum of three (3) hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

ARTICLE 11 INDEMNIFICATION

Pursuant to and as regulated by the terms, limitations and qualifications of California Government Code Section 995 et. seq., the University of California shall provide the defense and indemnification for University employees within the units covered by the Agreement who are sued on account of acts or omissions arising from the course and scope of their employment with the University. The provision of and application of the Indemnification provision are not subject to the Grievance or Arbitration Procedures of this Agreement.

ARTICLE 12 LABOR-MANAGEMENT MEETINGS

A. GENERAL PROVISIONS

1. The University and IBU agree to meet, following either party's written request, up to three (3) times per year, for the purpose of informally discussing actual or potential employer-employee concerns or issues relating to this Agreement. The parties can mutually agree to meet more often if needed.
2. 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.

B. AGENDA AND RELEASE REQUESTS

1. Agenda items and names of bargaining unit employees IBU requests to be released shall be submitted to Labor Relations by IBU at least seven (7) calendar days prior to the scheduled meeting. The union Regional Director may participate in these meetings.
2. Subject to receiving such a release request and agenda items, and absent operational necessity, the University shall release up to two (2) bargaining unit employees in a without-loss-of-straight-time pay status to attend scheduled labor management meetings. The parties can mutually agree to release more employees in a without-loss-of-straight-time if needed.
3. Without-loss-of-pay-status release time will be provided for the duration of the meeting, and for reasonable travel time to and from the meeting. Up to a total of eight (8) hours in one-day release time shall be provided for attendance at a university-wide labor/management meeting. Any travel and subsistence incurred by the employee(s) attending the meeting(s) shall be the responsibility of the employees or IBU.

ARTICLE 13 LAYOFF AND REDUCTION IN TIME

A. GENERAL PROVISIONS

1. The University, at its sole non-grievable/non-arbitrable discretion, shall determine whether and when emergency, temporary, or indefinite layoffs or reductions in time shall occur. If, in the judgment of the University, a layoff/reduction in time is necessary, staffing levels will be reduced in accordance with this Article.
2. Layoff is defined as an involuntary separation of a mariner due to a lack of work, lack of funding, reorganization, or redefinition of University needs.
3. Reduction of time (in percent effort or duration of appointment) is defined as an involuntary appointment reduction due to a lack of work, lack of funding, reorganization, or redefinition of University needs.
4. Mariners with non-career appointments are considered to be separated from employment at the expiration of such appointments, unless reappointed. This separation does not constitute a layoff.
5. The University has the sole, non-grievable/non-arbitrable discretion to determine the layoff unit, and which positions are to be subject to layoff/reduction in time. When the University determines that there is to be a change in the layoff unit within the bargaining unit, it shall give the Union advance notice of at least thirty (30) calendar days and, upon request by the Union, shall bargain regarding the effect(s) on mariners.
6. In this Article, notices to the Union will be sent no more than two (2) business days after the same notice is provided to a mariner.

B. EMERGENCY LAYOFF/REDUCTION IN TIME

1. An emergency layoff or reduction in time is one for which the need occurs suddenly, and shall not affect an individual mariner longer than sixty (60) consecutive normally scheduled hours of work.
2. Notice
 - a. An emergency layoff/reduction in time requires no advance notice. When an emergency layoff/reduction in time has occurred, the University shall notify the Union within one (1) business day of determining the emergency layoff will occur. The notice shall describe the areas which have been affected.
 - b. For conversion from emergency layoff/reduction in time to a temporary or indefinite layoff/reduction in time, notice shall be provided as described below in C. and D.

C. TEMPORARY LAYOFF/REDUCTION IN TIME

1. A temporary layoff or reduction in time shall not affect an individual mariner longer than one-hundred and twenty (120) calendar days.
2. Notice

When the University identifies a mariner for temporary layoff/reduction in time, it shall give the mariner written notice of the expected beginning and ending dates of the temporary layoff/reduction in time as follows:

- a. If practicable, fifteen (15) calendar days' notice of the expected beginning and ending dates of the layoff/reduction in time.
 - b. If less than fifteen (15) calendar days' notice is provided, the mariner shall receive straight time pay in lieu of notice for each additional day the mariner would have been on pay status had the mariner been given fifteen (15) calendar days' notice. Pay in lieu of notice is provided for reductions in appointment rate only up to the mariner pre-layoff/reduction in time appointment rate.
 - c. If the ending date of the temporary layoff/reduction in time is changed and the total duration of the temporary layoff/reduction in time remains less than one-hundred twenty (120) calendar days, the University shall give the mariner fourteen (14) calendar days notice of the new date to return to work, if practicable. The mariner shall return to work on the date provided in the notice, unless the employee and the University agree otherwise.
 - d. Notice of a change in temporary layoff/reduction in time dates does not invoke the 'pay in lieu of notice' provisions of this Article.
 - e. For conversion from temporary layoff/reduction in time to indefinite layoff/reduction in time, the University shall give fifteen (15) calendar days' notice, if practicable.
3. The mariner shall return to work on the date provided in C.2 above, above, and will notify the University in advance if unable to do so. The University and the mariner shall attempt to establish a mutually agreeable return date and the mariner's reasonable request to postpone their return shall not be unreasonably denied. If the University cannot reasonably accommodate the mariner, the mariner will be considered to have resigned effective on the date provided in C.2, above.
 4. Conversion of Temporary to Indefinite Layoff/Reduction in Time

In the event the University converts a temporary layoff to an indefinite layoff, the mariner shall be provided all rights under Section D below, Indefinite Layoff, beginning at the time of notification of conversion.

D. INDEFINITE LAYOFF/REDUCTION IN TIME

1. An indefinite layoff/reduction in time or reduction in time is one for which the mariner receives no date for return to work, or no date of restoration to their former appointment rate.
2. Before proceeding with indefinite layoffs or reductions in time of career employees, the University will review the need to retain non-career appointments within MarFac. Prior to noticing indefinite layoffs or reductions in time, the University shall consider transfer to another position in the bargaining unit for which the non-probationary career mariner is fully qualified.
3. Selection for Layoff/Reduction in Time

- a. The order of indefinite layoff/reduction in time of mariners in the same classification in the unit of layoff/reduction in time shall be in inverse order of seniority.
 - b. For the purposes of this Article, seniority is calculated by months of University service. When employees have the same number of months of University service, the employee with the most recent date of appointment shall be considered the less senior employee.
 - i. Employment prior to a break in service shall not be counted.
 - ii. 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 a mariner is off pay status for four (4) complete, consecutive calendar months without an approved leave without pay, curtailment, emergency and/or temporary layoff/reduction in time.
 - c. The University may retain mariners irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other mariners in the same classification in the layoff unit and which are necessary to perform the ongoing functions of the affected area.
 - d. If a mariner with less seniority is to be retained, the University shall notify the Union in writing of the special knowledge, skills, or abilities which support the retention of the less senior mariner. The University will consider feedback or information provided by the union. The University and the Union shall meet as per Article 12 - Labor Management Meetings and will consider feedback or information provided by the union as to the special knowledge, skills, and abilities of a mariner.
 - e. Mariners in the layoff unit may volunteer to waive their seniority rights solely in order to be designated for the layoff/reduction in time. A mariner who is designated for layoff after volunteering shall be provided recall/preferential rehire rights provided in D.6. and D.7. below.
4. Notice
- a. When the University identifies a mariner for indefinite layoff, it shall give the mariner written notice of the effective date of the layoff as follows:
 - i. Sixty (60) calendar days' notice, if practicable.
 - ii. If less than thirty (30) calendar days' notice is provided, the mariner shall receive straight time pay in lieu of notice for each additional day the mariner would have been on pay status had the mariner been given thirty (30) calendar days' notice. Pay in lieu of notice is provided for involuntary reductions in appointment rate, only up to the mariner's prelayoff appointment rate.
 - b. A mariner shall be provided all recall/preferential rehire rights provided in D.6 and D.7 below, beginning at the time of notification of indefinite layoff.
5. A mariner who has received notice of indefinite layoff shall, at the University's sole, non-grievable/non-arbitrable discretion, be offered either recall and preferential rehire rights, or severance, or both (subject to the provisions of D.6, D.7, and D.9) below. These offers

by the University are non- precedent setting; however, the University shall make the same offer to all mariners affected by a layoff.

- a. When a mariner is offered a choice between recall/preferential rehire rights or severance, the mariner's choice is irrevocable.
- b. When a mariner is offered a choice between recall/preferential rehire rights or severance, and fails to make an election within fourteen (14) calendar days of the University's offer, the mariner will receive preferential rehire and recall rights, and the right to receive severance will be irrevocably extinguished.

6. Recall

- a. A non-probationary career mariner who is on indefinite layoff, or who has received notice of indefinite layoff, and who is offered and elects to accept recall rights per section D.5. above, shall be recalled, subject to 6.b, in order of seniority to an active, vacant, career position, provided the position to be filled is:
 - i. in same department and bargaining unit from which the mariner was laid off;
 - ii. at the same or lower classification (as determined by the salary maximum) as the classification held by the mariner at the time of layoff; and,
 - iii. at the same or lesser percentage of time as the position held by the mariner at the time of layoff.
- b. In order to be recalled to such a position, the employee must, as determined at the sole, non-grievable/non-arbitrable discretion of the University, be fully qualified to perform the duties of the position.
- c. A mariner recalled from layoff status to a new position who fails to perform satisfactorily may be returned to layoff status with restoration of full recall rights at any time during the six months following such return. Previous time on layoff status prior to recall shall be deducted from a mariner's period of eligibility.
- d. A mariner who accepts a limited or per diem appointment or position in a lower classification or at a lesser percentage of time shall remain eligible for recall rights during the period of recall. Such an appointment does not extend the period of recall eligibility.
- e. A mariner eligible for recall shall retain recall eligibility based on the amount of University service at the time the layoff occurs as follows:
 - i. for one (1) year for up to five (5) years University service,
 - ii. for two (2) years for five to ten (10) years University service,
 - iii. for three (3) years for more than ten (10) years University service.
- f. The right to recall terminates:
 - i. at the end of the eligibility period;
 - ii. if a mariner fails to respond within fourteen (14) calendar days to a University inquiry regarding a recall position as described in 6.a.i. above; or,

- iii. if a mariner is offered, and accepts or declines, recall to any position at the same or greater appointment rate, at the same or higher classification as determined by salary maximum, and at the same or higher rate of pay earned by the mariner at the time of layoff.
 - g. A mariner who fails to respond to a University inquiry regarding a recall position as described in f.ii. and f.iii. above within three calendar days may not be eligible for that particular recall placement, but the mariner retains their right to recall pursuant to Sections 6.e. and 6.f. above.
 - h. Recall eligibility, once terminated, may be reinstated at the sole discretion of the University, upon the request of the mariner.
7. Preferential Rehire
- a. A non-probationary career mariner who is on indefinite layoff, or who has received written notice of an indefinite layoff, and who is offered and elects to accept preferential rehire rights per section D.5. above, shall be granted preferential rehire, subject to 7.b. below, to an active, vacant, career position, provided the position to be filled is:
 - i. in the same bargaining unit from which the mariner was laid off;
 - ii. at the same or lower classification (as determined by the salary maximum) as the classification held by the mariner at the time of layoff; and,
 - iii. at the same or lesser percentage of time as the position held by the mariner at the time of layoff.
 - b. In order to be placed in such a position, the mariner must, as determined at the sole, non-grievable/non-arbitrable discretion of the University, be fully qualified to perform the duties of the position. The operation of preferential rehire consideration shall be consistent with established campus procedures and shall be consistent with the University's management right to fill a position with the best available candidate for a vacant position.
 - c. A mariner eligible for preferential rehire shall retain preferential rehire status based on the amount of University service at the time the layoff occurs as follows:
 - i. for one (1) year for up to five (5) years University service,
 - ii. for two (2) years for five to ten (10) years University service,
 - iii. for three (3) years for more than ten (10) years University service.
 - d. An employee may exercise their rights to preferential rehire immediately after the employee receives written notification of layoff and meets with the campus representative designated in the layoff notice.
 - e. A mariner preferentially rehired from layoff status who fails to perform satisfactorily may, at any time during the six (6) months following such return, be returned to layoff status with restoration of preferential rehire rights. Alternatively, a mariner, at the mariner's option, may request to be returned to layoff status within sixty (60)

calendar days of rehire. In either scenario, the time on rehire status will not be deducted from the mariner's preferential rehire eligibility time.

- f. A mariner who accepts per diem or limited appointment shall remain eligible for preferential rehire rights during the period of preferential rehire. Such an appointment does not extend the period of recall eligibility.
 - g. The right to preferential rehire terminates:
 - i. at the end of the eligibility period;
 - ii. if a mariner refuses recall under the provisions of D.6., Recall, above;
 - iii. if a mariner is offered, and accepts or declines, a career position at the same or greater appointment rate, at the same or higher classification as determined by salary maximum, and at the same or higher rate of pay earned by the mariner at the time of layoff;
 - iv. if a mariner accepts any career position.
 - h. The right to preferential rehire continues during, but is not extended by, temporary periods of employment in limited and/or per diem appointments.
8. If an employee voluntarily reduces their time due to budgetary reasons, curtailment of operations, lack of work, reorganization, or redefinition of the University's or department's needs within one (1) year prior to their layoff, the employee is entitled to recall/preferential rehire rights to a percentage appointment equal to that from which the employee voluntarily stepped down. In order to be eligible for such increased recall/preferential rehire rights, the employee must submit to their supervisor a written statement confirming the offer for the voluntary reduction in time when the voluntary reduction in time occurs and their supervisor must approve the voluntary reduction in time.
9. Severance
- a. A non-probationary career mariner who is on indefinite layoff, or who has received written notice of an indefinite layoff, and who is offered and elects to accept severance pay per section D.5., shall be paid a lump sum amount equivalent to one week of severance pay for each full year of service from the most recent break in service, up to a maximum of sixteen (16) weeks. "One week of severance pay" is equivalent to five (5), 8-hour workdays at base pay.
 - b. Employees who are laid off following a reduction in time that occurred within sixty (60) calendar days of the layoff notice, who are offered and accept severance, will receive severance pay calculated based on their percentage of appointment just prior to their reduction in time.
 - c. Repayment of Severance
- If a mariner is returned to work as a result of a grievance, arbitration, or settlement agreement related to the layoff, the severance received will be deducted from the back pay award. The returning mariner is responsible for paying back any outstanding severance. If the severance amount exceeds back pay and the mariner does not have sufficient funds to repay the severance, a repayment schedule shall be agreed to by

the mariner and the University prior to the mariner's return to work. A mariner cannot be returned to work without first repaying the severance or signing a severance repayment agreement. The employee's failure to complete their severance repayment obligation shall not increase the University's back pay liability, if applicable.

E. CONTINUITY OF SERVICE UPON REEMPLOYMENT

Reemployment in a career position after temporary layoff, or within the period of right to recall or preferential rehire provides continuity of service and reinstates previous seniority. However, seniority and benefits accrue only when a mariner is on pay status.

F. OTHER PROVISIONS -- EFFECTS 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 rolling twelve (12) month period 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 emergency, indefinite, or temporary layoff.

G. DISPUTES

1. Layoff/reduction in time decisions are a management right not subject to grievance or arbitral review. A grievance alleging violation of this Article is limited to allegations of procedural error regarding amount of notice calculation of seniority and the assessment of special knowledge, skills, and abilities of a mariner in section D.3.c. of this article. Such a grievance may be processed only through Step 2 of the Grievance Process of this Agreement and is non-arbitrable.
2. In the event an alleged violation of this Article with regard to notice is grieved, any remedy or settlement acknowledging improper notice shall be limited to an amount of back pay and/or reinstatement of benefits which would make the mariner whole for the number of days the notice was deficient. In no case shall such amount be calculated for a period of greater than 30 calendar days.

ARTICLE 14 LEAVES OF ABSENCE

A. GENERAL PROVISIONS

Subject to the provisions of this Article, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the University.

If applicable state or federal law requires that the University offer any leave in a manner that is more generous to employees than is currently provided in this Article, the University will comply with the law.

1. Definitions

- a. Non-medical leaves of absence include: certain Family and Medical Leaves (“FML”) taken for certain purposes (to care for a family member with a serious health condition, Parental Bonding Leave, Military Caregiver Leave, and Qualifying Exigency Leave), as well as leave for jury duty, military leave, and personal leave taken for non-medical reasons voting, blood donations, administrative or legal proceedings, emergencies, and University functions.
- b. Medical leaves of absence include: FML taken because of the employee’s own serious health condition or the employee’s pregnancy disability, Pregnancy Disability Leave, and personal leave taken for medical reasons (whether or not it qualifies as FML).
- c. For the purposes of this Article, a day means a scheduled work day.
- d. FMLA is the federal Family and Medical Leave Act.
- e. CFRA is the California Family Rights Act.
- f. PDLL is the California Pregnancy Disability Leave Law.

2. Benefit Eligibility While on Leave Without Pay

- a. Approved leave without pay shall not be considered a break in service.
- b. If a benefits-eligible employee is on approved leave without pay for more than fifty percent (50%) of the full-time working hours in the calendar month, sick leave and length of service do not accrue. An eligible employee on approved leave without pay other than FML may elect to continue University-sponsored insurance coverages (as determined by plan documents or regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of the approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.
- c. Special Benefit Eligibility for FML – An eligible employee shall have University-provided health benefits continued for the period of the FML in accordance with Section B.1.h. below.

3. Requests for Leave

Except as provided under Section B.1.e. below, which addresses the Notification required for FML, requests for leaves of absence, with or without pay, and extensions of those leaves, shall be submitted in writing to the University. When feasible, such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

4. Duration

- a. The duration, terms 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 B. below, Family and Medical Leave (FML), 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, shall not exceed nine (9) months in any rolling one (1) year period unless otherwise required by law.
- b. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond their appointment end date or the predetermined date of separation.

5. Return to Work

- a. Except as provided in Section B. – Family and Medical Leave (FML) and Section C. – Pregnancy Disability Leave, an employee who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position in the same department upon expiration of the leave, in accordance with the provisions of this Article. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations that would have been afforded had that employee been actively working rather than on leave when the position was abolished or affected by layoff.
- b. An employee who has exhausted their 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.
- c. Return to work after FML and Pregnancy Disability Leave is described in full in Sections B.1.i. and C.5. below.

B. FAMILY AND MEDICAL LEAVE (FML)

An employee who is eligible for Family and Medical Leave (FML) and has not exhausted their FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below:

- Due to the employee's own serious health condition (see Section B.2.)
- To care for a family member with a serious health condition (see Section B.3.)
- As Pregnancy Disability Leave (see Section B.4.)

- As Parental Bonding Leave (see Section B.5.)
- As Military Caregiver Leave (see Section B.6.)
- As Qualifying Exigency Leave (see Section B.7.)

FML is unpaid leave, except as otherwise provided in Section B.1.g. below.

1. General Provisions for FML

a. Definitions Specific to FML

- i. “Child” means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in loco parentis.
- ii. “Parent” means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or 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 to the employee when the employee was a child.
- iii. “Parent-in-law” means the parent of a spouse or domestic partner.
- iv. “Spouse” means a partner in marriage.
- v. “Domestic Partner” means an individual designated as an employee’s domestic partner under one of the following methods:
 - (1) registration of the partnership with the State of California;
 - (2) the establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or
 - (3) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee’s domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other’s sole domestic partner in a long term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.
- vi. “Grandchild” means the child of an employee’s child.
- vii. “Grandparent” means the parent of the employee’s parent.
- viii. “Sibling” means a person related to the employee by blood, adoption, or by having a common legal or biological parent.
- ix. “Serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- (1) “inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits the person to the facility with the expectation that the person will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - (2) “incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - (3) “continuing treatment” means ongoing medical treatment or supervision by a health care provider, as defined below.
- x. “Health Care Provider” is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse midwife performing within the scope of their duties as defined under State Law; a Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.
- b. Eligibility Criteria for FML
- i. Employees who have at least twelve (12) cumulative months of University service, and have at least 1,250 hours of actual service (as defined below) during the twelve-month period immediately preceding the commencement of the leave are eligible for FML under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) if leave is requested for an FML qualifying reason, except as otherwise provided in this Article. If the employee is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply.
 - ii. “1,250 Hours of Actual Service” means time actually spent at work and does not include any paid time off, such as vacation, compensatory time, sick leave, holidays not worked, or time spent in unrestricted on-call status. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.
- c. Duration of Leave
- FML shall not exceed twelve (12) workweeks in any calendar year except in the following instances: (1) when it is used for Pregnancy Disability Leave, the employee shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy; (2), when it is used for a combined leave for Pregnancy Disability and Parental Bonding, the employee shall be eligible for up to four (4) months per pregnancy plus up to twelve (12) workweeks; (3) when it is used for Military Caregiver Leave, the employee shall be eligible for up to 26 workweeks of leave in a

single 12-month leave period; and, (4) when it is used in situations where the employee's FML does not run concurrently under the FMLA and CFRA.

There will be situations where the reason the employee is taking FML will qualify under the FMLA or the CFRA, but not both. Therefore, if the employee exhausts their entitlement under one statute, the employee may still be able to take additional FML under the other statute. For example, when an employee exhausts their FMLA entitlement during Pregnancy Disability Leave (which is not a CFRA-qualifying reason), the employee may later use their CFRA entitlement to take Parental Bonding Leave.

For the purposes of FML, twelve (12) workweeks is equivalent to four hundred eighty (480) hours of scheduled work for full-time employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FML need not be consecutive an employee's aggregate use of FML shall not exceed a total of twelve (12) workweeks within a calendar year except in the four situations identified in the first paragraph of this subsection.

- i. Hourly Conversion for Part-time or Alternately Scheduled Employees: For employees who work part-time or a schedule other than an 8/40, the number of FML hours for which the employee is eligible shall be adjusted in accordance with the employee's normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on the employee's hours worked over the twelve (12) months immediately preceding the leave.
 - ii. Any leave taken by an eligible employee that qualifies as FML (including leave for a work-incurred injury or illness) will be designated as such by the University and will be counted against the employee's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).
 - iii. If the employee has exhausted their entitlement to FML Leave, the employee may request Personal Leave pursuant to Section E of this Article.
- d. Forms in Which FML May Be Taken

FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.

- i. Employee Requests for FML on an Intermittent or Reduced Schedule Basis

When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for FML for the employee's serious health condition, to care for a family member with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced schedule basis, including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule toward the employee's FML entitlement for the applicable year.

An employee may take FML for Qualifying Exigency Leave on an intermittent or reduced schedule basis.

For requests to take FML as Pregnancy Disability Leave on an intermittent or reduced schedule basis, see Section C. below.

For requests to take FML as Parental Bonding Leave on an intermittent or reduced schedule basis, see Section B.5.e. below.

ii. Temporary Transfer to Accommodate Intermittent Leave or Reduced Work Schedule

When the employee's need for intermittent or reduced schedule FML leave is foreseeable based on the planned medical treatment for the employee's serious health condition or the serious health condition of a family member, the University may, at its sole, non grievable, non-arbitrable discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring need for leave. Such alternative position shall have equivalent pay and terms and conditions of employment but does not need to have equivalent duties.

e. Notification

- i. If the employee learns of the event giving rise to the need for FML more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the employee shall give the University at least thirty (30) calendar days' notice of the need for leave. An employee who fails to give thirty (30) days' notice for a foreseeable leave, with no reasonable basis for the delay, may have the FML leave delayed until thirty (30) days after the date on which the employee provides notice.
 - (1) If the need for leave is foreseeable due to the planned medical treatment of the employee (due to the employee's serious health condition or pregnancy disability) or the planned medical treatment of the employee's family member with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations, subject to the approval of the health care provider.
 - (2) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with notice as soon as practicable.
- ii. The University shall determine whether the employee meets the eligibility requirements and qualifies for an FML leave and shall, within five (5) days of that determination, notify the employee, in writing, whether the leave is designated or provisionally designated as FML leave. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted.
- iii. Extensions to an FML Leave may be granted in accordance with this Section, up to the aggregate maximum of twelve (12) workweeks in a calendar year or as follows, as applicable:

- (1) for up to 26 workweeks in a single 12-month leave period if FML is taken as Military Caregiver Leave;
- (2) for up to four (4) months per pregnancy if FML is taken as Pregnancy Disability Leave;
- (3) for up to four (4) months per pregnancy plus twelve (12) workweeks if FML is being taken as a combined leave for Pregnancy Disability and Parental Bonding; and
- (4) for up to the employee's maximum leave entitlement under the FMLA and/or CFRA, as applicable, in situations where the employee takes FML for different reasons during the calendar year and one or more of those leaves does not run concurrently under the FMLA and CFRA. If an employee's need for leave continues after their FML entitlement has been exhausted, the employee may request a Personal Leave in accordance with Section E.

f. Certification and Other Supporting Documentation

i. Certification When FML is Taken for the Employee's Own Serious Health Condition

When FML is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the employee's health care provider. When certification is required by the University, such requirement shall be provided 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 which it is provided, include:

- (1) a certification that the employee has a serious health condition as defined in Section B.1.a.9. above, and
- (2) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position, and
- (3) the date, if known, on which the employee's serious health condition began, the probable duration of the condition and the employee's probable date of return, and
- (4) whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule, and, if so, the probable duration of the need for such schedule, and,
- (5) if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

ii. Certification When FML Is Taken to Care for the Employee's Family Member with a Serious Health Condition

When FML is requested so that the employee may care for a family member with a serious health condition, the University may, at its discretion, 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 provided 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 which it is provided, include:

- (1) certification that the employee's family member has a serious health condition as defined in Section B.1.a.9., above, and
- (2) a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
- (3) whether the employee's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.
- (4) In addition, the employee will be required to certify either on the same form or separately what care the employee will provide the family member and the estimated duration of the period of care.

iii. Certification When FML Is Taken as Pregnancy Disability Leave

When FML is taken as Pregnancy Disability Leave, the employee may be required to provide a certification in accordance with Section C.4. below.

iv. Certification When FML Is Taken for Military Caregiver Leave

When Military Caregiver Leave is requested, the employee may be required to provide a certification completed by an authorized health care provider of the covered service member which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any health care provider (as defined in Section B.1.a.10. above) who is treating the covered servicemember. The certification should provide information sufficient to establish entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that the servicemember has a covered relationship with the employee, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the employee may be required to provide information establishing the servicemember's veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

v. Certification When FML Is Taken for Qualifying Exigency Leave

When Qualifying Exigency Leave is requested, an employee may be required to provide a copy of the 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.

vi. Confirmation of Family Relationship

The University may, at its sole, non-grievable, non-arbitrable discretion, require that an employee complete a Declaration of Relationship form to certify the employee's relationship with the child when the employee is requesting FML as Parental Bonding Leave or to certify the employee's relationship with the family member when the employee is requesting FML to care for a family member with a serious health condition. The employee's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's written request may result in discontinuance of the leave until the required documentation is provided. If the employee fails to provide the completed Declaration of Relationship form within a reasonable time as requested, FML leave will be denied.

vii. Questioned Medical Certifications

Should the University have a good faith, objective reason to doubt the validity of the employee's certification for the employee's own serious health condition, the University may require that the employee obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the employee's own health care provider, the University may, at its sole, non-grievable, non-arbitrable discretion, require a third medical opinion from a third health care provider, jointly selected by the employee and the University. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.

No medical records may be required to be released to the University, although a limited release of the medical records between the two health care providers may be necessary. Upon request, the University will provide a copy of the second and, if applicable, third medical opinion to the employee at no cost.

viii. Additional Certification and/or Recertification

If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, the University may, at its sole, non-grievable, non-arbitrable discretion, require the employee to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable.

ix. Failure to Provide the Requested Certification and/or Recertification

For FML taken as Pregnancy Disability Leave, see Section C.4.d. below.

An employee's failure to provide the certification and/or recertification for a foreseeable leave other than Pregnancy Disability Leaves within the requested time may result in delay of the leave until the required certification is received. An employee's failure to provide certification for an unforeseeable leave other than Pregnancy Disability Leave within the requested time period may result in

discontinuance of the leave until the required certification is provided. If the employee fails to provide certification or recertification within a reasonable time as requested, FML will be denied.

If the employee fails to provide a complete and sufficient certification and/or recertification, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete or insufficient certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete and sufficient certification and/or recertification, the request for FML will be denied.

g. Use of Accrued Paid Leave

FML is unpaid, except for the use of accrued sick leave, accrued vacation, and/or accrued compensatory time off (CTO), as follows:

- i. An employee on FML for the employee's own serious health condition may use accrued sick leave, vacation, and/or CTO prior to taking FML without pay.
- ii. An employee on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use accrued sick leave, vacation, and/or CTO prior to taking FML without pay.
- iii. An employee on FML for Pregnancy Disability Leave may use accrued sick leave, vacation, and/or CTO prior to taking FML without pay.
- iv. An employee taking FML as Parental Bonding Leave may use accrued vacation, CTO, and/or up to thirty (30) days of accrued sick leave prior to taking FML without pay.
- v. An employee taking FML as Qualifying Exigency Leave may use accrued vacation time and/or CTO prior to taking FML without pay.

h. Continuation of Health Benefits

An eligible employee on an approved FML shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as follows:

- i. When the employee is on FML that runs concurrently under the FMLA and the CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- ii. When the employee is on FML as Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve-month period. For purposes of Military Caregiver Leave, the "single twelve-month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
- iii. When the employee is on FML as Qualifying Exigency Leave under the FMLA and/or CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- iv. When the employee is on a Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave

runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve-month period per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee's FMLA entitlement to up to twelve (12) workweeks of such coverage in a calendar year.

- v. When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave after an employee's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.
- i. Return from FML
 - i. Required Notice and Documentation
 - (1) The employee shall provide reasonable notice to their employing department of the anticipated return to work.
 - (2) An employee returning from FML for the employee's own serious health condition may be required to provide a written medical release to return to work prior to returning to work. For returns after Pregnancy Disability Leave, see Section C.5. below.
 - (3) The employee who has been medically released to perform the essential assigned functions of their job, with or without a reasonable accommodation, shall be reinstated in accordance with the provisions of Section B.1.i.2. below.
 - (4) Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release certification.
 - ii. Reinstatement Rights

When an employee has been granted an approved FML for any purpose other than Pregnancy Disability Leave and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), the employee shall be reinstated to the same or an equivalent position upon expiration of the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section C.5. below. If the employee would have been laid off or terminated had the employee been actively working during the leave period, the employee shall be afforded the considerations afforded to other employees who are laid off or terminated pursuant to the provisions of this Agreement. No employee with a predetermined appointment end date shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation. As stated in Section B.1.i.1.b., above, an employee who has been granted an FML for the employee's own serious health condition, may be required to provide a written medical release prior to returning to work.

2. FML for Employee's Serious Health Condition

FML for the employee's own serious health condition is leave taken when the employee's own "serious health condition," as defined in Section B.1.a.9. above, renders

the employee unable to perform any one or more of the essential functions of the employee's position.

3. FML to Care for Employee's Family Member with a Serious Health Condition

FML to care for a family member with a serious health condition is leave to care for the employee's child, parent, parent-in-law, spouse, same or opposite sex domestic partner, grandchild, grandparent, or sibling who has a "serious health condition," as defined in Section B.1.a.9. above, that warrants the participation of the employee to provide supervision or care (which includes psychological care and comfort) during the period of the family member's treatment or incapacity.

When FML is taken to care for a spouse, domestic partner, child (under 18 years or incapable of self-care because of a mental or physical disability), or parent, this leave would use an employee's entitlement under the FMLA and CFRA to the extent the employee has such entitlement(s) available.

When FML is taken to care for an adult child (18 years or older who does not have a disability that renders them incapable of self-care), parent-in-law, grandparent, grandchild, or sibling, this leave would only use an employee's entitlement under the CFRA to the extent the employee has such entitlement available.

4. FML as Pregnancy Disability Leave

When an employee who takes Pregnancy Disability Leave pursuant to Section C. below is eligible for FML under the FMLA, Pregnancy Disability Leave will be counted against the employee's FML entitlement under the FMLA as well as the employee's Pregnancy Disability Leave entitlement under PDLL.

5. FML as Parental Bonding Leave

FML taken as Parental Bonding Leave is leave taken to bond with the employee's newborn or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption, or placement of the child. The following special provisions apply to Parental Bonding Leave:

a. Time Limit for Parental Bonding Leave

Parental Bonding Leave must be initiated and concluded within one (1) year of the birth or placement of the child with the employee.

b. Eligibility for Parental Bonding Leave

An employee taking Parental Bonding Leave must meet the eligibility requirements for FML set forth in Section B.1.b. above except when the employee is taking Parental Bonding Leave immediately following FML taken as Pregnancy Disability Leave; in those circumstances, an employee who was eligible for FML under the FMLA at the beginning of the employee's Pregnancy Disability Leave shall be granted a Parental Bonding Leave under CFRA for up to twelve (12) workweeks after the Pregnancy Disability Leave, provided that the employee has not exhausted the employee's FML entitlement under CFRA for that leave year.

c. Advance Notice

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, in order to allow the University to plan for the absence of the employee, but the employee shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Bonding Leave shall be set at the time such leave commences, or if requested in conjunction with FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. Parental Bonding Leave, when taken because of the adoption or placement of the child with the employee could commence prior to the date of placement.

d. Duration of Parental Bonding Leave

Parental Bonding Leave, alone, generally shall not exceed twelve (12) workweeks within a calendar year as defined in Sections B.1.b.1. and B.1.c. above. However, when an FML for Parental Bonding Leave is combined with FML for Pregnancy Disability Leave, the total FML Leave shall not exceed four (4) months and twelve (12) workweeks in a calendar year.

e. Forms in which Parental Bonding Leave May Be Taken

The basic minimal duration of 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 occasions.

6. FML as Military Caregiver Leave

An eligible employee may take Military Caregiver Leave to care for a family member who is a "covered servicemember" undergoing medical treatment, recuperation or therapy for a "serious injury or illness," consistent with the definitions of those terms in Section B.6.b. below.

a. Eligibility Criteria and Duration Specific to Military Caregiver Leave

An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single twelve-month (12-month) leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in Section B.1.b. above.

b. Definitions Specific to Military Caregiver Leave

i. "Covered servicemember" means:

- (1) a current member of the Armed Forces (including a member of the National Guard or Reserves) who, because of a "serious injury or illness," is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list or
- (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness."

ii. "Covered veteran" means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or

released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Military Caregiver Leave to care for a covered veteran.

- iii. “Outpatient status” means the status of a servicemember 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.
- iv. “Serious injury or illness” means
 - (1) For a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the covered servicemember medically unfit to perform the duties of her or his office, grade, rank, or rating; or
 - (2) For a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran. and is
 - (a) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the covered veteran unable to perform the duties of their office, grade, rank, or rating;
 - (b) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave;
 - (c) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (d) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for Comprehensive Assistance for Family Caregivers.
- v. “Parent of a covered servicemember” means a covered servicemember's biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the covered servicemember when the covered servicemember was a child. The term does not include parents “in law.”
- vi. “Son or daughter of a covered servicemember” means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a

child for whom the covered servicemember stood in loco parentis when that person was a child, and who is of any age.

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

c. Leave Entitlement

Military Caregiver Leave is applied on a per-covered servicemember, 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 servicemember or to care for the same servicemember 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-month (12-month) period."

If an eligible employee does not use all of their twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single twelve-month (12-month) leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited.

7. FML as Qualifying Exigency Leave

Qualifying Exigency Leave is an additional type of FML available to eligible employees. If the military member is the spouse, domestic partner, son, daughter, parent, or parent-in-law of the employee, the employee may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the military member is on "covered activity duty or call to covered active duty status" (or has been notified of an impending call or order to covered active duty).

a. Definitions Specific to Qualifying Exigency Leave

- i. "Son or daughter on covered active duty or call to covered active duty status" means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.
- ii. "Covered active duty or call to covered active duty status" means:
 - (1) For purposes of members of the Regular Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country.
 - (2) For purposes of a member of the Armed Forces Reserve: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or

12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

- iii. Reserve component of the Armed Forces includes the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
- iv. “Qualifying exigency” is defined as any one of the following, provided that the activity relates to the military member’s covered active duty or call to covered active duty status:
 - (1) Short notice deployment to address issues that arise due to the 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 military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time that Qualifying Exigency Leave is to commence;
 - (4) Financial and legal arrangements to address the military member’s absence or to act as the military member’s representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status and for the ninety (90) days after the termination of the military member’s covered active duty status;
 - (5) Counseling (provided by someone other than a healthcare provider) for the employee, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time the Qualifying Exigency Leave is to commence;
 - (6) Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary Rest and Recuperation leave during the period of deployment;
 - (7) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member’s covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;

- (8) Arranging for care for the parent of the military member or providing care for the parent on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), where the parent is incapable of self-care and is the biological, adoptive, step, or foster father or mother of the military member, or any other individual who stood in loco parentis to the military member when the military member was under 18 (eighteen) years of age; and,
- (9) Additional activities related to the military member's covered active duty or call to covered 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.

C. PREGNANCY DISABILITY LEAVE

During the period when an employee is disabled because of pregnancy, childbirth, or related medical condition, the employee is entitled to, and the University shall grant the request for, Pregnancy Disability Leave. Pregnancy Disability Leave may also be used for prenatal care.

For an employee disabled by pregnancy, childbirth, or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the employee is eligible for FML under the FMLA, pursuant to Section B.1.b. above, such leave shall be deducted from an employee's FML entitlement under the FMLA as well as the employee's entitlement under the PDDL.

Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of leave time actually taken may be counted against the employee's Pregnancy Disability Leave entitlement.

1. Duration

- a. An employee is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.
- b. If the employee continues to be disabled by pregnancy, childbirth, or related medical condition beyond four (4) months, a Personal Leave may be granted in accordance with Section E below or additional leave may be granted if required by law.
- c. Following Pregnancy Disability Leave, the employee may be eligible for Parental Bonding Leave, pursuant to Section B.5. above, to care for the employee's newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Bonding Leave shall not exceed four (4) months per pregnancy plus twelve (12) workweeks in a calendar year.

2. Use of Accrued Paid Leave

Pregnancy Disability Leave is normally without pay; however, an employee on Pregnancy Disability Leave may use accrued sick leave, vacation, and/or CTO prior to taking Pregnancy Disability Leave without pay.

3. Transfer and Other Reasonable Accommodations as Alternatives to, or In Addition to, Pregnancy Disability Leave.

- a. **Transfer at the Request of the Employee.** The University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee when such transfer is medically advisable according to 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 is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the employee is also taking leave on an intermittent or reduced schedule basis. When the employee's health care provider certifies that the transfer is no longer medically advisable, the University shall return the employee to their same position or a comparable position in accordance with Section C.5. below.
 - b. **Transfer to Reasonably Accommodate Employees Need for Intermittent or Reduced Schedule Leave.** When the employee's health care provider states in a medical certification that it is medically advisable for the employee to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole, non-grievable, non-arbitrable discretion, temporarily transfer the employee to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of the alternative position. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to their same position or a comparable position in accordance with Section C.5. below.
 - c. **Other Reasonable Accommodations.** If the employee's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the employee to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.
4. **Certification**
- a. When an employee requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its sole non-grievable, non-arbitrable discretion, require that the employee's request be supported by written medical certification issued by the employee's health care provider.
 - b. When a medical certification is requested in connection with the employees' request for reasonable accommodation or transfer, it shall contain the following: (1) a description of the requested accommodation or transfer, (2) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (3) the date on which the need for reasonable accommodation became or will become medically advisable and the estimated duration of need for the reasonable accommodation or transfer.
 - c. When a medical certification is requested in connection with an employee's request for leave, it shall contain the following: (1) a statement that the employee needs to take Pregnancy Disability Leave because the employee is disabled by pregnancy,

childbirth, or a related medical condition, and (2) the date on which the employee became disabled because of pregnancy and the estimated duration of the leave.

- d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the reasonable accommodation, transfer, or leave until the required certification is provided.
- e. The University may, at its sole non-grievable, non-arbitrable discretion, require that an employee returning to work immediately following Pregnancy Disability Leave provide a written medical release prior to returning to work.

5. Reinstatement after Pregnancy Disability Leave

The date of reinstatement after Pregnancy Disability Leave is typically determined by agreement between the University and the employee when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made, the University shall reinstate the employee within two business days or, when two business days is not feasible, as soon as possible after the employee notifies the University of the employee's readiness to return.

An employee who has taken Pregnancy Disability Leave shall be reinstated to the same position, provided that the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the same job has been abolished or affected by layoff, the employee shall be reinstated to a comparable position if the employee would have been entitled to the comparable position if the employee had been continuously working rather than on leave. If a comparable position is not available on the employee's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the employee of the position(s). If the employee is reinstated within that sixty-day (60-day) period, the period between the employee's originally scheduled date of reinstatement and the employee's actual reinstatement shall not be counted for purposes of any employee pay or benefits.

6. Continuation of Health Benefits

A benefits-eligible employee on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set forth in Section B.1.h.4. above, whether or not the Pregnancy Disability Leave also qualifies as FMLA under the FMLA.

D. MILITARY LEAVE

The University shall provide military leave for employees who are called to active U.S. military service or state military service according to applicable University military leave in accordance with applicable law and any applicable University policy.

E. PERSONAL LEAVES OF ABSENCE WITHOUT PAY

- 1. The University may grant a non-probationary career employee a Personal Leave of Absence Without Pay at its sole, non-grievable, non-arbitrable discretion. Such leave

shall not exceed six (6) months and shall not be considered a break in service. Benefits eligibility shall be in accordance with University policy and Group Insurance Regulations.

2. Personal Leaves are without pay; however, an eligible employee may use accrued vacation to remain on pay status during all or part of their Personal Leave of Absence.
3. Personal Leaves must be requested and approved in advance, when practicable. The University may require proof of the need for such leave.

F. 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. Definitions Specific to Military Spouse/Domestic Partner Leave
 - a. “Qualified member” means a person who is any of the following:
 - i. 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
 - ii. A member of the National Guard who has been deployed during a period of military conflict, or
 - iii. 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:
 - i. A period of war declared by the United States Congress, or
 - ii. A period of deployment for which a member of a reserve component is ordered to active duty, as defined in Military & Veterans Code section 395.10.
2. Eligibility

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

 - a. Be a spouse or domestic partner of a “qualified member”;
 - 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 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.
3. Substitution of Paid Leave

This leave is unpaid leave, except that an employee shall use accrued vacation time and compensatory time off (CTO) prior to taking leave without pay.

G. JURY DUTY

1. An employee who is summoned to required jury duty shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek.
2. When an employee's scheduled jury duty hours do not generally coincide with the employee's scheduled shift, the University will, upon request of the employee and subject to operational needs, change the employee's scheduled work assignment. \
3. The employee shall provide the University with a copy of the summons to serve on jury duty prior to the date(s) on which such service is expected. The University will not provide paid jury duty leave without advance notice and verification of service (documentation from the court showing time served).

H. BEREAVEMENT LEAVE

1. The University will grant an employee's request to use up to eight (8) days of accrued sick leave or accrued vacation leave due to the death of a family member as defined in Section H.2. below. If accrued sick leave or accrued vacation leave is not available, the employee may take the leave without pay. The University shall not unreasonably deny bereavement leave of more than eight (8) days. The University may require proof of
2. Family member for the purpose of bereavement leave is defined as an employee's spouse, domestic partner, children (including children of the employee's domestic partner), parents, siblings, grandparents, and grandchildren. Step-relatives and in-laws are included on the same basis as the above-listed blood relatives. If an employee was raised by persons other than their biological parents, these individuals also are included in this category. Likewise, if an employee is raising a child who is not their biological child, that child is included in this category.

I. DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE

UC complies with state and federal laws related to domestic violence and/or sexual violence, including but not limited to the employment protections and time off of work (vacation, personal leave, or compensatory time off) provided by California Labor Code Section 230 and 230.1.

J. CATASTROPHIC LEAVE PROGRAMS

Bargaining unit employees may participate, as donors and recipients, in Catastrophic Leave programs according to UC San Diego.

K. OTHER LEAVES

Other leaves may be granted, with or without pay, at the University's sole, non grievable, non-arbitrable discretion or if required by applicable law.

ARTICLE 15 MAINTENANCE AND CURE

A. GENERAL PROVISIONS

1. A mariner who becomes injured or ill while in the service of the vessel may be entitled to daily maintenance and cure under the Federal Doctrine of Maintenance and Cure. Daily maintenance for eligible mariners shall be \$60.00 (sixty dollars) per day.
2. Unearned Wages
 - a. A mariner who becomes injured or ill while in the service of the vessel and who is entitled to daily maintenance away from the vessel under the Federal Doctrine of Maintenance and Cure will be paid unearned wages and benefits until the end date of the mariner's currently scheduled rotation, or until the mariner is fit for duty, whichever occurs first. For the purposes of this article, unearned wages means straight pay the mariner would have received, excluding pay for any potential overtime the mariner would have worked or potential CTO the mariner would have received. A mariner will not be required to use sick leave prior to receiving unearned wages.
 - b. In order to receive unearned wages, a mariner must submit a report within five (5) days, or as soon as practicable after arriving in their home port, and monthly thereafter, from a licensed medical doctor indicating that the mariner is unfit for duty.
 - c. A mariner assigned to a non-rotational vessel who becomes eligible for maintenance under the Federal Doctrine of Maintenance and Cure, with respect to any injury or illness that manifests itself during the period of time that the vessel is in home port not on a voyage, will be paid unearned wages to the end of the pay period or until the mariner is fit for duty, whichever occurs first.
3. Leave occurring as a result of injury or illness while in the service of the vessel runs concurrently with Family Medical Leave.
4. An approved leave of absence for illnesses or injuries while in the service of the vessel shall not be considered a break in service.
5. An employee shall notify their supervisor of the need for leave for an injury or illness while in the service of the vessel, or any extension of such leave, as soon as practicable after the need for such leave or extension is known. This notification shall include written medical certification of the need for such leave or extension, and the anticipated return to work date.
6. While not on a voyage, a mariner who does not report to work must account for their time by using sick leave, any other accrued leave, or leave without pay.
7. An employee whose receipt of maintenance payments results in an overpayment shall reimburse the University.

B. EXTENDED SICK LEAVE

1. A career employee who accrues sick leave, who is receiving maintenance 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 daily maintenance payments and 80% of the straight pay salary. Total extended sick leave payments shall not exceed 26 weeks for any one injury or illness.

2. An employee who elects not to use all accrued sick leave is not eligible for extended sick leave benefits.
3. Effect on Pay Status
 - a. An employee who is receiving maintenance payments and extended sick leave benefits as described in this section is considered to be on regular pay status for purposes of application of provisions of this Agreement, except completion of the probationary period. However, sick leave and vacation accrued during this period are credited to the employee only upon return to work. If an employee separates without returning to work, the employee shall be paid for vacation for the period the employee received extended sick leave payment.
 - b. An employee on leave without pay and receiving maintenance payments accrues sick leave and vacation on the same basis as if regularly employed, but such accrual is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such vacation credit.

C. RETURN TO WORK

1. Prior to returning to work, an employee granted leave for an injury or illness while in the service of the vessel must provide the University with a statement from their licensed health care provider of the employee's ability to return to work.
2. An employee granted leave for an injury or illness while in the service of the vessel shall provide the University with at least ten (10) calendar days advance notice of their ability to return to work.
3. If the health care provider's return-to-work specifies restrictions, the University will review in accordance with Article 29 - Reasonable Accommodation.
4. If the position held by the employee has been abolished during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been actively working when the position was abolished.

D. LONG-TERM DISABILITY INSURANCE

Eligible mariners may participate in any long-term disability insurance program normally offered to non-represented staff employees on a self-pay basis.

E. SEPARATION

An employee shall not use vacation, accrued sick leave, or extended sick leave to supplement maintenance payments beyond a predetermined date of separation or leave without pay. Any vacation credit or deferred compensation time accruals that remain on the date of separation shall be paid on a lump-sum basis.

If any section of this Article conflicts with applicable law, the University will comply with applicable law.

ARTICLE 16 MANAGEMENT RIGHTS

A. SECTION ONE

Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to make and implement decisions relating to areas including, but not limited to, those enumerated below.

B. SECTION TWO

Examples of the rights reserved solely to the university administration and its agents and officials include, but are not limited to, the right:

1. to establish the University's missions, programs, objectives, activities, and priorities;
2. to exercise full and exclusive control of the management of the University and to supervise and direct all operations;
3. to plan, supervise, direct and control the use of resources and personnel to achieve the University's missions, programs, objectives, activities, and priorities;
4. to develop, implement and administer affirmative action programs, and to develop a workplace of equity, diversity, and inclusion;
5. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
6. to introduce new or improved methods, programs, equipment, or facilities; or to change or eliminate existing methods, programs, equipment, or facilities;
7. to determine the location or relocation, reorganization, or discontinuance of operations; to determine where employees shall work; or subcontract all or any portion of any operation;
8. to assign, reassign and schedule work, including overtime; to determine the need for overtime; To determine the work to be done; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;
9. to establish the size, composition, and qualifications of the workforce; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees.
10. to recruit, hire, train, evaluate, promote, transfer, reclassify, demote, or layoff employees;
11. to establish, modify, and enforce standards of performance, workload, conduct, and safety for employees; to determine the process by which employee performance is evaluated;
12. to reprimand, suspend, release, or otherwise discipline, apply corrective action, or discharge employees for just cause; or to release employees;

13. to take whatever action is deemed necessary to carry out its responsibilities in an emergency situation or to maintain good order;
14. to establish, maintain, modify and enforce safety standards and programs;
15. to determine and modify job classifications and job descriptions. To determine, establish, modify, revise or abolish classes, titles, codes, class specifications and job descriptions and to determine the salary of new and revised classes;
16. to determine the calendar dates on which employees shall receive pay owing and due them and to determine the intervals between such dates; to determine the beginning and ending dates for which payroll and accrual calculations are made and to determine formulas for such calculations;
17. to determine the basis for merit increases, special awards, and payments for meritorious performance and to exercise sole discretion as to the granting, timing, amount, distribution and frequency of such increases whether or not such increases shall accrue to an employee's base salary;
18. to institute rules governing conduct, appearance, dress and work procedures for employees as are reasonably required to maintain the efficiency and safety of the vessel; and,
19. to implement, continue, modify or discontinue any policies, practices, rules or regulations which do not conflict with the express written provisions of this Agreement.

C. SECTION THREE

The above enumeration of management rights is not all-inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. To the extent the terms and conditions of employment are already addressed in this Agreement, those terms shall govern.

D. SECTION FOUR

The above-enumerated rights shall not be subject to bargaining during the term of this Agreement or any extension thereof; however, the University may meet upon request with the Union to bargain the effects of such decisions as required by HEERA.

E. SECTION FIVE

An action taken or not taken by the University with respect to a management right shall not be subject to the grievance or arbitration procedures of this Agreement, or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 17 MEALS AND QUARTERS

A. MEALS

1. On ships with rotating crews, except as noted in A.4 below, the University will provide three prepared meals at posted times, and will develop relief schedules so that on-watch persons can attend meals.
2. On ships with non-rotating crews, except as noted in A.4 below, the University will provide three prepared meals at posted times when the vessel is continuously crewed, and a lunch meal Monday through Friday when not underway and in San Diego.
3. In accordance with vessel practices, a mariner may request that a night meal be set aside to accommodate their watch schedule.
4. If the galley is out of service when the ship is in port, the University will provide meal reimbursement, meal allowance, or will purchase meals for the crew.

B. QUARTERS

1. Each crew member will be assigned a bunk in accordance with vessel practices.
2. During planned drydocking periods, or when the vessel Master determines in their sole, non-grievable, non-arbitrable discretion, that quarters are uninhabitable while in port, impacted mariner(s) who remain on-ship rotation will be provided food and alternate quarters.

ARTICLE 18 MEDICAL SEPARATION

A. GENERAL CONDITIONS

1. When the University determines that an employee is unable to perform the essential assigned functions of their position, with or without reasonable accommodation, due to any disability, that employee may be medically separated. Prior to medical separation, the University will determine what accommodation, if any, may be reasonably provided. Such accommodation, if any, shall be provided in accordance with the provisions of Article 29 - Reasonable Accommodation. An employee who is medically separated is eligible for special reemployment procedures as set forth in Section E. below.
2. Except as provided in Section A.3. below, a medical separation shall be based on:
 - a. a University statement describing the essential functions the employee is not able to perform, with or without reasonable accommodation; and
 - b. any pertinent information provided by the employee's licensed health care provider.
3. A medical separation may also be based on the employee's receipt or notice of approval for disability payments from a retirement system to which the University contributes, such as UCRS or PERS.
4. If an employee who is on an approved leave of absence related to a medical condition has a specific return to work date established by a health care practitioner licensed by the State in which the health care practitioner practices and such return to work date is within one-hundred eighty (180) days of the beginning of leave of absence, the employee shall not, during the period between the beginning of the leave of absence and the return-to-work date (a maximum of one-hundred eighty (180) days), be medically separated.

B. PROOF OF DISABILITY OR OTHER MEDICAL CONDITION

Proof of the employee's disability is required and is subject to verification by the University. When the University requests a medical opinion as verification of disability, the University shall pay the costs of the medical examination(s) requested.

C. NOTICE OF INTENT TO MEDICALLY SEPARATE

1. A written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by mail with proof of service.
2. The notice shall inform the employee of the following:
 - a. the action intended,
 - b. the reason for the action,
 - c. the effective date of the action, which shall be at least fifteen (15) calendar days from the date of the notice, and,
 - d. the right to respond orally or in writing and to whom to respond within ten (10) calendar days from the date of issuance of such notice.

3. A copy of the notice of intent shall be provided to the Union. The University shall place a copy of the notice in the U.S. mail to the Union the same day (or the next business day) it provides the notice to the employee.

D. NOTICE OF MEDICAL SEPARATION

After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. If the University decides to proceed with medical separation, a written Notice of Medical Separation that includes the effective date of the separation shall be delivered to the employee in person or by mail with proof of service.

E. REEMPLOYMENT

1. For a period of one (1) year following the date of a medical separation, a medically separated former non-probationary career employee may be selected for a position 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. In order to be eligible for rehire under this Article, the medically separated employee must provide a medical certification from a University-approved medical physician describing in detail the medically separated employee's ability to return to work.
2. If a non-probationary career employee separated under this Article is re-employed within one hundred eighty (180) calendar days, a break in service does not occur. If a non-probationary career employee is receiving disability payments from a retirement system to which the University contributes and is re-employed within three (3) years, a break in service does not occur.

ARTICLE 19
NO STRIKES / NO LOCKOUTS

- A. During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The Union, on behalf of its officers, agents, and members, agrees that there shall be no strikes, stoppages, or interruptions of work, or other concerted activities, including sympathy strikes, which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The Union, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B. Any employee who violates this Article shall be subject to corrective action.
- C. For purposes of sympathy strikes only, if an individual fails to work as scheduled, the employee shall not be paid and shall be subject to corrective action only as the employee would be for any other absence and not for participating in a sympathy strike.
- D. The Union shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include, but not be limited to, sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to corrective action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work. The prohibitions set forth in this Article regarding participation in concerted activities do not apply to employees with respect to the use of their personal non-work time.
- E. The Union agrees to maintain critical services in the event of any activity by any individual(s) or labor organization(s) that interfere with the operations of the University, including but not limited to operations while the ship is underway, and operations while in ports other than San Diego, including standing watch
- F. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 20 NON-DISCRIMINATION IN EMPLOYMENT

A. NON-DISCRIMINATION

Within the limits imposed by law or University policies, the University shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, service in the uniformed services, age, citizenship, union activity.

B. SEXUAL HARASSMENT

1. The University of California is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge and creative endeavors through academic excellence, where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. The University prohibits sexual harassment and retaliation that violates law, this Article, and/or University policy (herein referred to as prohibited behavior). The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, and the University's Sexual Harassment and Sexual Violence Policy.
2. Complaint procedures are covered by the University's Sexual Violence Sexual Harassment Policy ("SVSH") (<https://policy.ucop.edu/doc/4000385/SVSH>) and the Discrimination, Harassment, and Affirmative Action in the Workplace Policy ("Nondiscrimination") (<https://policy.ucop.edu/doc/4000376/DiscHarassAffirmAction>). Where there is no conflict with this Agreement, the University's SVSH Policy and the Nondiscrimination Policy shall continue to apply.

C. GRIEVANCES

1. If a timely grievance is filed alleging discrimination and/or sexual harassment, the grievance will be held in abeyance during the time the allegations are under review in accordance with the University's SVSH Policy and/or the University's Non Discrimination Policy, except as noted in C.2. The abeyance shall automatically terminate at the conclusion of the review, and the grievance procedure shall resume within fifteen (15) calendar days from the date the union is notified that the review has been concluded.
2. A timely grievance alleging discrimination based on union activity will be processed in accordance with the Grievance and Arbitration provisions of this Agreement and will not be placed into abeyance per C.1.

3. 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.
4. Allegations that this Article has been violated by the University shall only be grievable through Step 2 of the grievance process.

ARTICLE 21 OPERATIONAL CURTAILMENT

A. GENERAL PROVISIONS

Consistent with the University's management rights, including its right to determine the orderly, effective and efficient operation of the University, the University may elect, to curtail some or all of its activities, for periods of specific duration. By way of example and not limitation, such periods may represent: opportunities for energy/cost savings; adjustments to reduce levels of work activity due to ship operational needs; "seasonal" or "holiday" influences on scheduled work activities; the occurrence at or on University facilities of major public events; and/or the occurrence of emergency or "forces of nature" situations adversely affecting normal University operations. When feasible, the University shall provide IBU and affected members of the bargaining unit with forty-five (45) calendar days advance notice of a curtailment. In the event an alleged violation of the notice is grieved/arbitrated, any remedy or arbitrator's award or decision acknowledging improper notice shall be limited to an amount of back pay and/or reinstatement of benefits which would make the employee compensated in whole for the number of days the notice was deficient.

B. PAY STATUS

During a total or partial closure or curtailment of operations described in Section A. above, whether or not the University is able to anticipate such an event, one or a combination of the following pay-status options shall apply to affected employees.

1. Employees may elect to use accumulated vacation leave during the curtailment period. Newly-employed unit members will be allowed to use accrued vacation during a curtailment period, regardless of length of time on pay status. Employees without sufficient accrued vacation time will be allowed to use up to three (3) days of vacation leave prior to actual accrual.
2. Employees may elect to use accrued compensatory time to cover the scheduled time off or to offset the use of vacation time.
3. Employees who do not use vacation or compensatory time off may elect to take a leave without pay during the curtailment. Notwithstanding the provisions of Article 41 - Vacation, and Article 36- Sick Leave, if an employee is in leave-without-pay status due to a curtailment period which is three (3) consecutive days or less in duration, such a full-time or part-time employee shall continue to accrue vacation and sick leave at the employee's normal rate.

C. UNPAID STATUS

Employees who do not select from Section B.1, 2, or 3, above or who do not qualify for Section B.1, 2, or 3, above, shall, for the period of time necessary, be placed in a leave-without-pay status. The hourly accrual provisions in Section B.3 above, related to curtailment(s) shall also apply to employees who are placed in leave-without-pay status.

D. TRAVEL

During a total or partial closure or curtailment of operations described in Section A, above, the University will either provide food and lodging on the ship for impacted mariner(s), provide food and lodging at a hotel for impacted mariner(s), provide travel to and from the vessel to the impacted mariner's home during such a period, or provide travel to another vessel if a mutually agreeable on-ship rotation end date can be determined. The decisions made under Section D will depend on operational need as determined by the University's sole, non-grievable, non-arbitrable discretion. When practicable, the University shall notify the mariners at least a week in advance of resumption of operations.

ARTICLE 22 PARKING

- A. The provisions in this Article apply only to parking at the Nimitz Marine Facility.
- B. 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.
- C. It is understood and agreed that parking spaces designated for employees may from time to time be eliminated or reassigned due to construction, special events, and/or operational needs of the University.
- D. Parking at the Nimitz Marine Facility is for employees and others who are on site working at the facility on a daily basis (including mariners who are assigned to ships berthed at the facility). In the case of mariners assigned to SIO ships that are away from the facility, limited long-term parking may be available on a first-come, first-served basis. Such long-term parking shall be in accordance with MarFac procedures.

ARTICLE 23 PAYROLL DEDUCTIONS

A. DEDUCTIONS

1. General Conditions

- a. IBU shall provide written notice to the University of its initial dues structure, including the amount, whether dues will be a flat dollar deduction or percentage, and whether there will/will not be a cap.
- b. The University shall deduct the dues amount from the members' retirement gross earnings.
- c. The University shall remit deductions to IBU on a monthly basis.
- d. The University shall direct bargaining unit employees' deduction-related inquiries to the Union.
- e. Initial System Programming Costs: IBU shall pay all initial system programming costs associated with establishing B6 payroll deductions. The University shall provide the Union with the programming cost breakdown and the implementation timeframe to complete the initial system programming. The Union shall pay the agreed-upon costs before the University starts programming in the system. Implementation shall commence no later than 90 days from receipt of written confirmation of contract ratification.
- f. Terms b) through d) of this section shall not become effective until initial system programming is completed.

2. Dues Structure Change

- a. The Union may change the dues amount once in a twelve-month period without cost for programming changes. Any changes in the dues amount will be provided in writing to the University, at least forty-five (45) calendar days prior to the effective date of the dues structure amount change.
- b. All costs associated with changes to the dues amount occurring more than once in a twelve-month period will be paid by the Union. The University shall provide the Union with the cost breakdown and an estimated time of completion and the Union shall pay the agreed-upon costs before the University moves forward with programming changes.
- c. All costs associated with any major change as determined by the University in its programming process, at any time, will be paid by the Union. The University shall provide the Union with the cost breakdown and an estimated time of completion and the Union shall pay the agreed-upon costs before the University moves forward with programming changes.

B. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be calculated based on retirement gross earnings.
 - b. IBU will either deliver an electronic file in Excel (*.xlsx) format to the UC San Diego Labor Relations Office or upload files to the FTP website, in accordance with Section B.2. below. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.
 - c. For bargaining unit members who are paid monthly, the dues file shall be transmitted electronically no later than the 15th of each month. For bargaining unit members who are paid bi-weekly, the dues file shall be transmitted no later than the Friday before the end of the bi-weekly pay period.
 - d. The University agrees to process changes received by the deadlines in B.1.c. above so they may affect the next payroll with a pay begin date that falls after the date the deduction certification is received.
 - e. The Union alone will maintain the dues deduction authorization signed by the employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.
 - f. Dues Retention Program: The University shall maintain the last known payroll deduction authorization status for unit employees for no less than sixty (60) months from the IBU certification for all former B6 employees with records in the payroll system. If an employee is separated from the University or transferred out of the bargaining unit and is later re-employed in a bargaining unit title code, their dues deduction status shall be resumed with the first payroll immediately upon rehire or transfer back into a bargaining unit title. The Union agrees to pay the additional programming costs for this service.
2. The IBU list to indicate a new or changed union payroll deduction transaction must be submitted in the format provided upon request by IBU, and shall include the following information:
- a. Location/Business Unit Code
 - b. Location Name (UCSD Campus)
 - c. Bargaining Unit
 - d. Employee Identification Number
 - e. Employee Name (Last, First)
 - f. Action Codes: "A" = Add; "S" = Stop
 - g. Deduction Code: "D" = Dues

C. FEES FOR PROVIDING PAYROLL DEDUCTIONS

The University shall charge IBU \$.07 per employee for calculation and reporting union payroll deductions and \$10.00 for each monthly union payroll deduction monies remittance. All fees for providing union payroll deductions shall be deducted from the total remittance

monies. The monthly remittance monies shall be provided by way of electronic transmittal into IBU's bank account.

D. INFORMATION TO ACCOMPANY REMITTANCE

The University shall submit a monthly remittance report reflecting earnings and deductions which shall contain the UC location/business unit and a list of all employees in the B6 bargaining unit. The report shall include the employee identification number, employee name, amount of union dues withheld, and earnings that are the basis for the deduction.

The remittance report accompanying the remittance monies will include the deducted administrative fees. Any costs associated with union-requested changes in this remittance report shall be fully paid by the Union. Additionally, the union will have access to the monthly "FTP Union Payroll Deductions and Earnings Report," which is a data file generally available during the 12th through the 18th of each month reporting information for the previous month's earnings and deductions activity.

E. CORRECTION OF ERRORS

1. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions from the affected employee(s) subsequent earnings to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions from the employee(s)'s subsequent earnings shall not exceed two times the normal dues amount in any given pay period.
2. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.
3. If the parties cannot agree on the amount of the appropriate deduction the union may grieve the matter only as a union grievance.

F. INDEMNIFICATION

The Union specifically agrees that the University shall assume no obligation other than that specified in this article, or any financial liability, including the payment of any retroactive dues arising out of the provisions of this article. Further, the Union agrees that it will reimburse the University for any reasonable costs and indemnify and hold the University, including its agents and affiliates, harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made in accordance with this article.

Reasonable costs shall include all fees and costs associated with defending the claim and retaining separate and independent outside counsel, including but not limited to separate outside counsel's attorney's fees and costs.

ARTICLE 24 PERFORMANCE EVALUATION

A. DEFINITION

Performance Evaluation and periodic performance feedback are constructive processes to acknowledge employee performance. An employee's evaluation or periodic feedback shall be sufficiently specific to inform and guide the employee in the performance of their duties. Performance evaluation and periodic performance feedback are not in and of themselves disciplinary on their own.

B. EVALUATION OF EMPLOYEES

1. A performance evaluation shall be provided to each non-probationary career employee at least annually, in accordance with a process established by the University. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.
2. At the time of performance evaluation, the non-probationary career employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation or add relevant materials which may supplement or enhance the evaluation. The comments or additional relevant materials, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file. This evaluation may take the place of written performance feedback noted in B.3., depending on rotation timing.
3. Periodic written performance feedback shall be provided to each employee at least once for each rotation, or once mid-cycle for non-rotating crew. Such feedback shall be provided in accordance with a process established by the University. The written performance feedback or additional relevant materials, if any, shall be placed in the employee's personnel file and for a non-probationary career employee, shall be considered, incorporated, or attached to the employee's annual performance evaluation.
4. In the event a non-probationary career employee does not receive the written evaluation, the employee's performance for the year period shall be deemed to have been satisfactory for the purposes of salary increase.
5. The annual period within which written performance evaluations of non-probationary career employees are to be provided shall be determined by the University on a campus by campus basis.
6. Except in the case of minor or non-substantive changes, the University will give at least forty five (45) calendar days notice prior to implementing a new performance form or written performance standard and will provide a copy of the proposed form or written standard to IBU.

C. NOTICE

1. An employee who receives an overall "needs improvement" rating shall have received notice of their deficiencies, including information about how to correct such deficiencies, prior to receiving such overall evaluation.

2. In the event an employee has not received notice of deficiencies in sufficient time to correct the deficiencies prior to receiving the overall “needs improvement” rating, the employee may request and, within thirty (30) calendar days, shall receive a re-evaluation of performance. The thirty (30) day period may be extended by mutual agreement.

D. DISPUTES

1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to the provisions of Article 7 - Grievance Procedure of this Agreement. Such grievances concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through Step 2 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and revision of the rating(s) in question.
2. Disputes arising regarding the performance evaluation of employees, including but not limited to the form, timing, procedure, impact and effects, shall not be subject to Article 7 - Grievance Procedure of this Agreement, except as set forth in Section D.1 above.

ARTICLE 25 PERSONNEL FILES

A. GENERAL PROVISIONS

1. Location of Personnel Files

Personnel files may be located in an employee's employing department and/or the campus Human Resources Department.

2. Information in the Files

- a. An employee's personnel file(s) contain information pertaining, but not limited, to: employment, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; education, honors and awards; duties and job classification; performance; discipline, release, and dismissal actions; attendance; and other relevant or necessary information specified by the University.
- b. Copies of letters of disciplinary action, along with copies of proofs of service that accompany the letters, upon being provided to an employee, shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such letters shall be placed in the employee's personnel file(s). Such comments shall not require the University to change or alter the letters or the actions indicated by the letters.
- c. Letters of disciplinary action shall, upon written request of the employee, be removed from the employee's personnel file(s) if there have been no other disciplinary actions of the same or of a similar kind for a two-year (2-year) period, unless required by law. If there have been no other disciplinary actions of the same or similar kind for a two-year (2-year) period, materials which would be removed upon an employee's request which are more than two (2) years old will not be used or relied upon to take or support disciplinary action. The employee shall receive the written request and the document(s) back.
- d. Upon the employee's written request, counseling memoranda and/or written records of discussions will be removed from the employee's personnel file if there have been no other such memoranda relating to, or disciplinary action on, the same or similar issue(s) for a two-year (2-year) period. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable/arbitrable.
- e. Items placed in an employee's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file.

B. EMPLOYEE AND/OR REPRESENTATIVE REVIEW OF PERSONNEL FILE(S)

1. An employee shall, upon written request to the University, have the opportunity to review the employee's personnel file(s). Such review shall take place within a reasonable time of the request and shall be in the presence of a representative of the University.

2. The University will provide the employee a hard copy or an electronic copy of select limited portions of their personnel file, when practicable and upon written request.
3. An employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review the employee's personnel file(s). When granting such requests, the immediate supervisor shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity and the impact on operational requirements.
4. An individual of the employee's choice may accompany the employee when the employee is reviewing the employee's personnel file(s) so long as the person chosen is not a supervisor, manager, or confidential employee.
5. Alternatively, an individual employee may authorize a designated representative to review the employee's personnel file(s) on the employee's behalf. Such written authorization shall be valid for a period of thirty (30) calendar days from the date of the signature of the authorization. The designated representative shall present the signed and dated authorization when requesting access to a bargaining unit employee's personnel file.
6. When the employee has chosen a member of this unit to assist in the review of the file(s), that person's release time shall be in accordance with the provisions of this Agreement.

C. PROTECTED INFORMATION

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 the employee's representative shall be entitled to review confidential pre-employment information.

D. GRIEVANCE-RELATED 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. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement.

E. CORRECTION OF FILE

If after inspection of their personnel file, 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 within 30 days of the employee's correction request, when practicable.

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 per year, whether sent electronically or in hard copy.

ARTICLE 26 POSITIONS AND APPOINTMENTS

A. CAREER APPOINTMENTS

1. 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.
2. A career appointment may also be established by conversion from a limited appointment pursuant to Section B.2. of this Article.
3. The University intends to fill a majority of the Department's total mariner positions with career appointments, subject to operational needs and staff fluctuations.

B. LIMITED APPOINTMENTS

1. For mariners who do not already hold a career appointment, a limited appointment is established at any percentage of time, fixed or variable, during which the appointee is expected to be on pay status for less than one thousand (1,000) hours in a rolling twelve (12)-month period.
2. In the event that a limited appointment employee who does not already hold a career appointment attains 1,000 hours of qualifying service within a rolling twelve (12) months, without a break in service of at least one hundred twenty (120) consecutive calendar days, the incumbent's appointment shall convert to career. The University shall notify the employee of the eligibility for conversion.
 - a. Qualifying service includes all time on pay status in one or more limited appointments at the UC San Diego. Pay status shall not include overtime hours.
 - b. Such career conversion 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 12-month period for purposes of calculating the one-thousand-hour (1,000- hour) requirement.
 - d. Conversions to career appointments shall serve a probationary period in accordance with Article 28 - Probationary Period.
3. The automatic conversion to career status, as provided in Section B.2. above, will not occur when:
 - a. An employee who was hired as a replacement for another person who is on an extended leave that exceeds one thousand (1,000) hours;
 - 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;
 - c. The funding for the position is "one 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 year.
- e. The employee already holds a career appointment.
4. An employee in a limited appointment will be automatically separated as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment in writing.
5. The University will not terminate limited appointment employees for the sole purpose of denying them career status.
6. An employee in a limited appointment is at-will, except when in a limited appointment as a temporary assignment, and may be released at any time or have their time reduced at the sole, non-grievable, and non-arbitrable discretion of the University.

C. LIMITED APPOINTMENT AS TEMPORARY ASSIGNMENT

1. A Temporary Assignment as defined in Article 37 - Temporary Assignments, is documented as a limited appointment. A career mariner working in such a Temporary Assignment limited appointment retains the status provided by their career appointment.
2. Limited appointments can only be used to convert a career employee to a higher classification in the bargaining unit as provided in Article 37 - Temporary Assignments.
3. For a Temporary Assignment limited appointment, the following provisions apply:
 - a. The limited appointment will automatically end on the last day of the appointment unless there is a formal extension of the limited appointment in writing; and,
 - b. The limited appointment may be reduced or ended earlier than the last day of the appointment at the University's sole, non-grievable, and non-arbitrable discretion.

D. REASSIGNMENT

The reassignment of an employee in a full-time career appointment to a part-time career appointment, or to a limited appointment, at a fixed or variable percentage of time shall be considered a reduction in time and must be carried out in accordance with the provisions of Article 13 - Layoff and Reduction in Time.

E. REHIRED RETIREES

Rehired Retirees working in positions covered by this unit will be eligible to elect to waive future retirement accruals to the same extent that other rehired retirees in staff positions are eligible.

F. PER DIEM APPOINTMENTS

1. Per diem appointments are established at any percentage of time regardless of the duration of the appointment. These appointments are established to complement career and limited appointments when necessary to maintain appropriate staffing of the University.

2. The University does not generally intend to replace career employees with per diem employees.
3. Employees in per diem appointments may be scheduled or not scheduled, called off from a pre-established schedule, or have their eligibility for scheduling discontinued at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement, except as provided in F.6. below.
4. Employees in per diem appointments may be released or have their time reduced at the sole discretion of the University and without recourse to Layoff/Reduction, Grievance, or Arbitration Procedures of this Agreement, except as provided in F.6. below.
5. Use of the grievance and arbitration procedures of this Agreement by employees in per diem positions is limited to alleged violations of the Compensation and Overtime provisions of this Agreement and Section 7 of this article.
6. Employees in per diem positions have access to the Grievance Article through Step 2 of the grievance process, but not the Arbitration Article with respect to alleged violations of the following: Article 4 - Corrective Action and Dismissal, Sections B.1 and C., Article 5 - Development and Training, Sections B.1., B.2., Article 8 - Health and Safety, Article 11 - Indemnification, Article 12 - Labor Management Meetings,, Article 15 - Maintenance and Cure, Article 17 - Meals and Quarters, Article 19 - No Strike/No Lockout, Article 21 - Operational Curtailment, Article 22 - Parking, Section B, Article 24 - Performance Evaluations, Section B.3., B.6., C.1., C.2., Article 25 - Personnel Files, Article 27 - Posted Sailing Times, Article 30 - Recognition and Classification, Article 31 - Recruitments and Interviews, Section A.3., Article 32 - Release Time for Bargaining, Article 33 - Resignation and Job Abandonment, Article 34 - Respectful and Fair Treatment, Article 35 - Severability, Article 38 - Travel, Article 39 - Union Access, Article 40 Union Access/UBL, Article 42 - Waiver, and and Section F of this article.
7. Consideration for Career Appointment
 - a. Annually, in the month of May, the university will review the total hours worked, pursuant to F.7.b. below, by Per Diem employees who have provided the University with a written statement of interest in becoming a career employee. This review will determine if such a Per Diem employee meets the criteria for consideration for career appointment pursuant to F.7.b., below.
 - b. Qualifying Per Diem Employees are those who:
 - i. have been employed for a total of six (6) months.
 - ii. Have worked 180 days in a rolling twelve (12) month period, including overtime, without a break in service of at least ninety (90) consecutive calendar days.
 - iii. Have satisfactory work performance
 - iv. Have provided the University with an annual written statement of interest in a career appointment.
 - c. The University shall provide qualifying Per Diem Employees who meet the criteria in Section F.7.a. and F.7.b. above, a career appointment as follows:

- i. The appointment shall be made no later than six (6) months from the date on which the employee meets the criteria set forth in Section F.7.a. and F.7.b. above.
 - ii. The appointment shall be a variable career appointment of at least 50% provided the University first complies with the recall and preferential rehire procedures in Article 13 - Layoff and Reduction in Time.
 - iii. The appointment shall be in the same or substantially similar job at the same classification at the university, provided the employee is qualified for that appointment.
 - iv. The appointment shall be at the appropriate pay rate according to the applicable hiring guidelines for career appointments at the University.
- d. When Per Diem employees are appointed to a career appointment, the employee shall serve a probationary period in the career appointment in accordance with the provisions of Article 28 - Probationary Period.
 - e. The University will not terminate per diem employees for the sole purpose of denying them career status.

ARTICLE 27
POSTED SAILING TIME AND SHIP MOVEMENT

- A. If shore leave is granted, the ship's sailing time shall be posted on a sailing board at or near the gangway. The sailing time will be posted at or near the time shore leave is granted.
- B. Prior to going ashore, crew members shall indicate their departure from the ship on the sailing or status board at or near the gangway. Crew members shall report on board and be available for duty by the "all aboard" time posted, or by their next scheduled watch, whichever is earlier.
- C. If the vessel needs to sail later than the posted sailing time and should shore leave be extended, the University will make reasonable efforts to contact crew members and inform them of the change, when practicable. The new time of departure will be posted on a sailing board at or near the gangway.
- D. If the vessel needs to sail earlier than the posted sailing time, the University will make reasonable efforts to contact crew members on shore to return to the ship. When contacted, crew members shall make reasonable efforts to return to the ship. If a crew member misses the ship through no fault of their own when the ship has sailed early, the University shall be responsible for any allowable expenses to rejoin the vessel, including transportation, subsistence, lodging, and base pay of the crew member left behind.

E. Missed Ship Movement

If a crew member does not return to the vessel by the time shore leave expires, the University will make reasonable efforts to contact them. A mariner who is not on board when the ship gets underway at, or after, the posted sailing time, has missed ship movement. In such cases, for a mariner who misses ship movement, the University will pay to transport the mariner from that port to home or to another assignment depending on operational considerations, and the mariner will be responsible for all other expenses. Under certain circumstances and at its sole, non-grievable/non-arbitrable discretion, the University may reimburse the mariner reasonable and allowable expenses. In addition, such absence may subject the mariner to corrective action.

ARTICLE 28 PROBATIONARY PERIOD

A. GENERAL CONDITIONS

1. All new career employees shall serve a probationary period until accumulating one-hundred eighty (180) days of qualifying service, whether in port or at sea, commencing on the first day of actual work. For this Article, qualifying service is defined as follows:
 - a. The following are not qualifying service for completion of the probationary period:
 - i. Time on leave, with or without pay
 - ii. Compensatory time
 - iii. Holidays not worked
 - iv. Days not working aboard ship
 - v. Days on travel
 - b. The following are qualifying service for completion of the probationary period:
 - i. Days working aboard ship
 - ii. Days attending University-required training/education
 - iii. Days off-ship completing work assigned by the University
2. Career employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period unless they are rehired into their most recently held career appointment title code within SIO, less than one year after they separated from the University.
3. Prior to the completion of the probationary period, a career employee may be released at the sole discretion of the University and without recourse to the Grievance or Arbitration procedures of this Agreement.
4. A non-career employee who is appointed to a career appointment through a competitive recruitment and who worked in the same classification as a limited or per diem appointment in the twelve (12) months preceding the career appointment, shall have qualifying service, as defined in Section A above, credited toward completion of the probationary period, up to one hundred eighty (180) days.

B. EXTENSION OF PROBATIONARY PERIOD

The University may choose to extend an employee's probationary period. Such an extension shall be for a specific period of time not to exceed three (3) months. At least seven (7) calendar days prior to the effective date of the probationary period extension, the University shall provide the employee with written notification of the extension of the probationary period, including the period's end date and the reason(s) for the extension.

ARTICLE 29 REASONABLE ACCOMMODATION

A. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University provides reasonable accommodation to qualified employees who are or become disabled and need assistance to perform the essential functions of their jobs. This Article 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, because all accommodations will be designed specific to the functional abilities of the employee in coordination with the requirements of that employee's job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

B. THE INTERACTIVE PROCESS

1. Upon receipt of an employee's request for reasonable accommodation for a disability, the parties will engage in the interactive process, which is an ongoing dialogue between the employee and appropriate representatives of the University about possible options for reasonably accommodating the employee's disability. Options for reasonable accommodation may include, but are not limited to: a modified work schedule, 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 in good faith, which includes engaging in timely communications regarding possible reasonable accommodation. Upon request by the employee, the employee's union representative shall be permitted to participate in this dialogue.
2. During the interactive process, the University considers information related to: the essential functions of the job; the employee's functional limitations; possible accommodations; the reasonableness of possible accommodations. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the employee's suggestions regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented. The University will not implement an accommodation that would present an undue hardship.

C. MEDICAL DOCUMENTATION

When requested by the University, the employee is responsible for providing the University with medical documentation identifying work restrictions and how such restrictions limit the employee's ability to perform the essential functions of the job. The University may require that the employee be examined by a University appointed licensed healthcare provider. In such a case, the University shall pay the costs of any medical examinations requested or required by the University.

D. REASSIGNMENT

If the University determines that an employee cannot be reasonably accommodated in their own position, the University will conduct a search for an alternative vacant position for

which the employee is qualified, and for which the employee can perform the essential functions, with or without reasonable accommodation.

ARTICLE 30 RECOGNITION AND CLASSIFICATION

This Agreement, effective September 1, 2022, is entered into between The Regents of the University of California, a corporation (hereinafter referred to as the "University", or "management", or "employer"), represented by University of California San Diego (hereinafter referred to as "UCSD" or "UC San Diego"), and Inlandboatmen's Union of the Pacific, Maritime Division of the International Longshore and Warehouse Union, (hereinafter referred to as "IBU" or the "Union"), pursuant to the provisions of the Higher Education Employer-Employee Relations Act (HEERA).

A. PURPOSE

1. It is the intent and purpose of the parties that this Agreement constitutes an implementation of the provisions of HEERA, and provides for orderly and constructive employment relations in the public interest, in the interests of the employees represented by IBU, and in the interests of the University.
2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to employer-employee relationship that exists between them relative to the scope of bargaining.

B. EXCLUSIVE REPRESENTATIVE

The University recognizes IBU, which was certified by the Public Employment Relations Board (PERB) on October 28, 2020, in SF-RR-1010-H as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for the following classifications of UCSD employees, excluding employees defined by HEERA as managerial, supervisory, and/or confidential, and all student employees whose employment is contingent upon their status as students.

C. EMPLOYEE DEFINED

The terms "employee" or "mariner" as used in this Agreement shall refer to employees of the University of California in the unit except for those excluded pursuant to B., above. The classifications and title codes included in the unit are:

Title Code	Title Description
-------------------	--------------------------

5849	WIPER OPR 1
------	-------------

5848	OILER OPR 2
------	-------------

5847	ELECTRN OPR 3
------	---------------

5846	BOAT ENGR
------	-----------

5845	THIRD ENGR AST
------	----------------

5844	SECOND ENGR AST
------	-----------------

5843	FIRST ENGR AST
------	----------------

5999	CHF ENGR MGR 1
------	----------------

5852	MARINE COOK 1
------	---------------

5851	MARINE COOK 2
------	---------------

5850	MARINE COOK 3
------	---------------

5857 ORDINARY SEAMAN 1
5856 ABLE SEAMAN 2
5855 BOATSWAIN 3
5862 BOAT OPR 1
5861 BOAT OPR SR 1
5860 THIRD OFCR BOAT OPR 2
5859 SECOND OFCR
5858 FIRST OFCR
5854 PLATFORM OPR 2

D. CREATION OF NEW CLASSIFICATIONS

1. IBU recognizes that the University has the exclusive right to establish new title codes and titles for any individual, position, or title included in the bargaining unit, as defined in Section C., above.
2. When the University creates a new classification and title within the bargaining unit, the University shall provide a notice to IBU of the classification's bargaining unit assignment at least sixty (60) calendar days before the proposed date of implementation. The notice to the union shall include a statement of reason(s) for the creation of the new classification. IBU shall have thirty (30) calendar days after mailing of such notice to contest the University's assignment of the newly created classification/title to the bargaining unit or contest the proposed compensation or other term and condition of employment for the newly created classification/title. Employees shall not be placed in the new classification/title until the thirty (30) day notice period is complete.
3. If IBU does not contest the bargaining unit assignment of the newly created position within the thirty (30) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and employees shall be assigned to the newly created classification.
4. If IBU contests the bargaining unit assignment of the newly created classification/title within the 30-day notice period, the University and IBU shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution. No employees shall be assigned to the newly established classification or title until the bargaining unit assignment is either agreed to or resolved by PERB, although the duties associated with the position may be assigned to the affected employees.
5. If IBU does not contest the bargaining unit assignment of the newly created classification/title within the 30-day notice period, but the parties do not agree on the proposed compensation or other term and condition of employment for the new classification/title, the University and IBU shall meet and confer in an effort to reach agreement. Pending resolution of the terms and conditions of employment for the new bargaining-unit title, the University shall be permitted to finalize unit assignment of the new classification/title on the effective date in the notice and to assign employees to the new classification/title.

E. POSITION OR TITLE RECLASSIFICATION FROM UNIT TO NON-UNIT

1. If the University determines a position or title code should be reclassified or designated for exclusion from the unit, the University shall provide the Union notice no later than thirty (30) calendar days in advance of the effective date of the out-of-unit movement, including the following:
 - a. Name(s) and title(s) of any employee(s) in the in-unit positions;
 - b. New duties or circumstances which constitute a non-unit designation;
 - c. New title code(s) the employee(s) will be moved into; and,
 - d. Opportunity to meet and discuss the decision within ten (10) calendar days from the date of the notice and whom to contact in the event the union requests to meet.
2. The position(s) shall be moved out of the unit on the effective date in the notice.
3. If the Union decides to pursue a challenge after the meeting in Section E.1.d. above, the Union shall do so through the Grievance Procedures of this Agreement. The date of the meeting shall be considered the date the Union knew or should have known, in accordance with the initial filing provisions of the Grievance Procedures of this Agreement. Grievances filed alleging a violation of this Article will skip Step 2 and move directly to arbitration if they are not resolved at Step 1. If the Union pursues the matter to arbitration, the arbitrator is limited to the following remedies:
 - a. Grant the grievance and place the position(s) or title code(s) back into bargaining unit in the appropriate title code; or,
 - b. Deny the grievance, in which case there shall be no further action and the position(s) or title code(s) remains outside of the bargaining unit.
4. If the arbitrator grants the grievance, the employee(s) is solely responsible for any back dues owed to the Union.

F. ABOLITION OF CLASSIFICATIONS

The University shall inform IBU when classifications within the bargaining unit are abolished. The University will provide IBU with sixty (60) calendar days notice of its intent to abolish a classification. The notice to the Union shall include a statement of the reason(s) for the abolition. In the event employees will be affected by the abolition of a classification, the University and IBU shall, following the request of IBU, meet and confer about such effects at least thirty (30) days before the intended date of implementation unless the parties agree otherwise. The University shall not abolish the classification unless the parties have reached agreement through the meet and confer process over effects of the decision, or conclusion of the impasse process.

ARTICLE 31 RECRUITMENTS AND INTERVIEWS

A. GENERAL PROVISIONS

1. An employee may move to another classification by way of movement through an open recruitment to a position in a classification with a higher or lower salary range maximum, reclassification in accordance with Article 37 - Temporary Assignments - Sailing Up/Down, or a demotion in accordance with Article 4 - Corrective Action and Dismissal.
2. An active, vacant bargaining unit position will be filled in accordance with established campus procedures and Article 13 - Layoff and Reduction in Time, and shall be consistent with the University's sole, non-grievable, and non-arbitrable, right to fill a position with the best available candidate for a vacant position.
3. The University shall consider filling an active, vacant bargaining unit position with qualified current employee applicants, including considering their work performance history and experience among other factors.
4. The University posts all recruitments on UC San Diego's job-posting website. The University will contact the Union regarding urgent per diem placements when practicable.

B. RELEASE TIME FOR UNIVERSITY INTERVIEWS

Employees who are scheduled for a job interview at UC San Diego shall be granted reasonable time off with pay, as determined by the University, if the interview has been scheduled during the employee's normal work hours. An employee scheduled for a job interview at a campus other than where the employee is currently employed shall be granted reasonable time off with pay, as determined by the University, for an amount of time normally equal to the time that would be required for an interview on the employee's own campus, if the interview has been scheduled during the employee's normal work hours.

C. DISPUTES

The provisions of this Article are not subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 32 RELEASE TIME FOR BARGAINING

A. GENERAL PROVISIONS

1. IBU's bargaining team may designate up to two (2) IBU-represented employees to attend bargaining sessions during scheduled work time.
2. To provide for an IBU-represented employee to attend a bargaining session, IBU shall request Paid Release Time (PRT) via email to UCSD Labor Relations seven (7) days in advance of the bargaining session, or as soon as possible if the session is confirmed less than seven days before it will take place. Subject to receiving such a release request and absent operational necessity, the University shall release a bargaining unit member or members with straight time pay to attend bargaining sessions, for a total of 100 hours of PRT. Should the release requests approach the total hours allowed, the University and IBU shall discuss holding bargaining sessions outside of scheduled work hours, and/or increasing the provision of PRT hours.
3. The University is not obligated to pay release time for any hours which exceed the employee's regularly scheduled hours of work. Beyond straight time pay and benefits for employees released to bargain in accordance with this Article, the University will not be responsible for any costs relating to IBU bargaining team members' attendance and participation in bargaining sessions. When a bargaining session is scheduled for the parties to meet in-person in San Diego, PRT granted to IBU-designated employees aboard ship at MarFac will include reasonable travel time to and from MarFac upon request by IBU, subject to the limitations in this article.
4. Time in without-loss-of-straight-time-pay status for the purpose of bargaining shall not count in the calculation of overtime for mariners, except when a mariner granted PRT is on ship rotation and on duty during bargaining.
5. Union bargaining team members present at each bargaining session shall provide their signature on the attendance roster provided by the University at each bargaining session, or shall identify themselves by name on screen if bargaining takes place on a virtual platform.
6. At the University's sole discretion, the union bargaining team members may be required to report to work prior and/or subsequent to scheduled bargaining sessions.
7. The University shall make a good faith effort to modify a bargaining team member's work schedule in order to accommodate participation in bargaining sessions.
8. A scheduled bargaining session is defined as the prior agreement of the parties to meet face-to-face or over a virtual platform for the purpose of negotiating terms and conditions of an Agreement and that such meeting actually takes place for a reasonable period of time or, if no meeting actually takes place, it is the result of the employer's unavailability to appear at the bargaining table. If no meeting actually takes place during the scheduled meeting day as the result of the University's unavailability to appear at the bargaining table, or the University agrees that a full-day union bargaining team caucus is necessary to the bargaining process, the University may designate a day without a face-to-face meeting as a "bargaining session."

ARTICLE 33 RESIGNATION AND JOB ABANDONMENT

A. RESIGNATION

1. Employees who voluntarily separate from employment with the University, other than retirement, are considered to have resigned their employment with the University.
2. Upon the employee's submission of a written notice of resignation there shall be no withdrawal or rescinding of the resignation except by the written mutual agreement of the University and the employee.
3. In the event an employee provides an oral notice of resignation, the University will email acknowledgement to the employee's personal email on file. The University shall also send the acknowledgement of oral resignation to the employee's last known mailing address. Once the University acknowledges the oral resignation via email, there shall be no withdrawal nor rescission of the resignation except by the written mutual agreement of the University and the employee.

B. JOB ABANDONMENT

1. If an employee fails to notify the University of, and get advanced approval for, the employee's absence, such absence will be deemed to be unauthorized. Such unauthorized absence lasting three (3) consecutive, assigned work days or more may be treated by the University as an employee's job abandonment resulting in the employee's resignation:
 - a. In such cases, the University shall provide the employee and the Union with written notification of its intent to separate the employee. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a proof of service. The notification shall be sent to the employee's last known mailing address, business email, and personal email on file.
 - b. The employee shall have fourteen (14) calendar days from the mailing of such notice to respond to the University prior to the effective date of separation. The response may, at the option of the employee, be in writing or may be a meeting with a designated University official. The official must have the authority to effectively recommend reinstatement of the employee.
 - c. The decision of the designated University official, and the timing of reinstatement, if any, are non-grievable/non-arbitrable.
 - d. The University shall make reasonable efforts to contact the mariner in question, to ensure their safety and wellbeing.
2. Unauthorized absences, and the notice/response period provided in this section, are uncompensated. The University is not responsible for returning the employee to San Diego or their home.
3. An unauthorized absence of one workday, that results in the University needing to take action to avoid sailing short, may cause loss of rotation assignment.

4. Nothing in this section precludes the University from taking corrective action up to and including dismissal as provided in Article 4 - Corrective Action and Dismissal.

C. MISSED SHIP MOVEMENT

Missed ship movement may be processed as job abandonment as provided in this Article, in addition to the terms of Article 27 - Posted Sailing Time and Ship Movement.

ARTICLE 34
RESPECTFUL AND FAIR TREATMENT

- A. IBU and the University recognize that respectful, fair treatment of others promotes a work environment and organizational culture that supports and values all members of the University community. Therefore, officers of the University shall treat members of the bargaining unit with dignity and respect in all interactions. In addition, members of the bargaining unit shall treat all employees of the University with dignity and respect in all interactions.
- B. Nothing in this Article shall be construed to change established University policies and practices about political expression and/or freedom of speech; nor shall anything in this Article impede normal expression in labor-management communications.
- C. The University and IBU agree that concerns about alleged violations of this article may be discussed at local labor management meetings pursuant to Article 12 - Labor Management Meetings.
- D. Any complaints arising from this Article, Sections A, B, and C above shall be grievable only through Step Two of the grievance process.

ARTICLE 35 SEVERABILITY

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

ARTICLE 36 SICK LEAVE

A. GENERAL PROVISIONS

1. Under the Factor Accrual System, an eligible mariner shall earn sick leave credit at the rate of .046154 hours per hour on pay status, including paid holiday hours but excluding all paid overtime hours.
2. A mariner must be on pay status for at least one-half (1/2) of the working hours of a month or quadri-weekly cycle to earn sick leave credit for that month or quadri-weekly cycle. Time on pay status in excess of a full-time work schedule does not earn sick leave credit. Sick leave is earned during leave with pay. The number of sick leave hours which may be accumulated is unlimited. For the purposes of this Agreement, a quadri-weekly cycle is defined as two bi-weekly pay periods designated by the University to be considered as one unit for the purpose of leave accrual.
3. Earned sick leave for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate sick leave credit for an eligible mariner who is separating from employment shall be credited at the completion of the last day on pay status.
4. A mariner who is on leave without pay for an injury or illness in service of the vessel, or disability and is receiving temporary disability payments accrues sick leave on the same basis as if regularly employed, but such accrued sick leave is credited to the appointee only upon return to work.
5. The University shall carry forward unused sick leave to subsequent eligible appointments at UC San Diego. If a mariner transfers to a position at UC San Diego for which sick leave does not accrue, then the mariner shall retain the sick leave balance, which may be available for use if the mariner later transfers to a position in which sick leave accrues.
6. Upon retirement, members of the University of California Retirement System shall have their accumulated sick leave converted to retirement service credit for each day of unused accumulated sick leave in accordance with UCRS provisions.

B. USE OF SICK LEAVE

1. Sick leave may be used for the mariner's personal illness, medical appointments, pregnancy disability, and disability. Sick leave may also be used for medical appointments for a family member, to attend to the illness of a family member, or bereavement due to the death of a mariner's family member as defined in subsection D, below.
2. For a mariner holding an appointment with a specified ending date, the use of sick leave shall not be approved beyond the ending date of the mariner's appointment. In the event the appointment is renewed or extended or a subsequent appointment is made, further leave may be granted.
3. All mariners in the following title codes will record sick leave use to the nearest quarter hour:

5849 WIPER OPR 1
5848 OILER OPR 2
5847 ELECTRNR OPR 3
5846 BOAT ENGR
5845 THIRD ENGR AST
5844 SECOND ENGR AST
5843 FIRST ENGR AST
5852 MARINE COOK 1
5851 MARINE COOK 2
5850 MARINE COOK 3
5857 ORDINARY SEAMAN 1
5856 ABLE SEAMAN 2
5855 BOATSWAIN 3
5862 BOAT OPR 1
5861 BOAT OPR SR 1
5860 THIRD OFCR BOAT OPR 2
5859 SECOND OFCR
5858 FIRST OFCR
5854 PLATFORM OPR 2

4. For mariners in title code 5999 CHF ENGR MGR 1, use of sick leave is recorded in one-workday increments. Approved absences of less than one full workday do not require the use of sick leave.

C. DOCUMENTATION

The University may require that a mariner submit satisfactory documentation of personal or family illness.

D. DEFINITION OF FAMILY MEMBERS FOR SICK LEAVE USAGE

Family member (including step-family member) for the purpose of use of sick leave and bereavement leave is defined as one's parent, parent-in-law, spouse, sibling, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or legal ward who is under 18 years old). Parent includes a biological, foster or adoptive parent, step-parent or legal guardian, or an individual who stood in loco parentis while the mariner was a child. Child includes a biological, adopted, foster, step, legal ward, or a child for whom the mariner stands in loco parentis, provided the child is either under the age of 18 years old or incapable of self-care because of a mental or physical disability.

E. REINSTATEMENT OF SICK LEAVE

A mariner re-employed into this unit after a break in service of less than six (6) months shall have accumulated sick leave from prior service reinstated if the new position is one which is eligible for sick leave.

ARTICLE 37 TEMPORARY ASSIGNMENTS - SAILING UP / DOWN

A. GENERAL PROVISIONS

1. The University may temporarily assign a career employee to a position in a class different from the employee's normal appointment class. A career mariner's qualifications, experience, and willingness will be considered prior to making an assignment to a higher classification, and in evaluating performance in that higher classification.
2. A career employee who is temporarily assigned to perform all of the functions of a position in a higher classification, and who is properly credentialed to fill that classification, shall be paid either one step over the regular rate of pay, or the minimum of the higher position's range or at least four percent (4%) over the regular rate of pay, whichever is higher for the entirety of the temporary assignment, for each full workday in the higher classification.
3. A career employee who is temporarily assigned to perform the duties of a position in a lower classification shall continue to receive the employee's regular rate of pay. Such temporary assignment shall not be considered a layoff or reduction in time.
4. If a mariner works exclusively in the same limited temporary higher classification assignment ("sailing up") for a total of 180 days in a rolling twelve (12) month period without a break in service of at least ninety (90) consecutive calendar days, the mariner will be placed in a career appointment in the same classification as the limited classification assignment.
 - a. The automatic placement provided in A.4 will not occur when the mariner is sailing up as a replacement for a career employee who is on a leave.

B. DISPUTES

Assignment of work is a management right not subject to grievance or arbitral review. A grievance alleging violation of this Article is limited to allegations of procedural error regarding temporary assignment compensation, and the miscalculation of days worked in a limited temporary higher classification assignment provision in A.4. Such a grievance may be processed only through Step 2 of the Grievance Process of this Agreement and is non-arbitrable.

ARTICLE 38 TRAVEL

A. GENERAL PROVISIONS

1. The policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to travel and travel reimbursement(s) shall be applied, changed, or implemented for employees covered by this Agreement in the same manner as for non-represented staff employees in the University.
2. Employees are eligible to receive travel reimbursement in accordance with applicable University policies and/or procedures, for University-directed travel to join a ship, repatriation, and training.
3. The University will notify an employee thirty (30) days in advance of when they will be traveling to the ship, when practicable.

B. REIMBURSEMENTS

1. The University will reimburse up to one (1) additional bag on flight, allowing for a mariner to take a total of two (2) bags per flight. Oversize or overweight baggage fees will not be reimbursed.
2. The University will reimburse authorized travel from the ship in the case of death of an immediate family member (spouse, domestic partner, parent, child, sibling, grandparent, grandchild, mother or father in-law, or step-relative in the same relationship). Should the University require the mariner to return to an on-board ship rotation, the University will pay for travel to that ship.
3. The University may determine, on a department-by-department basis and consistent with the University of California Business and Finance Bulletin, the requirements for reporting travel expenses.
4. Reimbursement rates reflect the maximum daily reimbursement provided for specific subsistence expenses, including meals. Only actual reasonable expenses may be reimbursed, including but not limited to mileage, transportation, toll fees, and parking fees.
5. When subsistence expense(s) are paid directly by the University, the employee's reimbursement eligibility will be reduced accordingly.

ARTICLE 39 UNION ACCESS

A. ACCESS

1. The University has the right to establish and enforce reasonable access rules and regulations. In accordance with these rules and regulations and any applicable provisions of the law, non-employee and employee representatives of the Union shall be permitted access to work locations in which employees covered by this Agreement are employed.
 - a. Such access shall not interfere with the work of the employees.
 - b. Management may deny access; however, any such denial shall not be arbitrary.
2. Designated union representatives who are not University employees, or who are not employed at the facility visited, to discuss matters pertaining to this Agreement with the University or bargaining unit members, may visit a facility at reasonable times in accordance with University procedures.
3. In this Article, facility/ies means property owned or controlled by the University.
4. IBU will furnish UC San Diego Labor Relations with a written list of all IBU representatives and IBU officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner by IBU and any changes, additions or deletions to the list must be made in writing to the University.
5. All union activities and union business shall take place during off-shift time and shall not interfere with University programs and operations.

B. EMPLOYEE REPRESENTATIVES

IBU may designate one (1) bargaining unit employee per vessel, as an "IBU designated employee representative." The designated employee can be changed as needed by noticing UC San Diego Labor Relations. The function of the IBU designated employee representative shall be to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, to investigate and assist in the processing of grievances, and promote communication with the University.

C. MEETING ROOMS AND BULLETIN BOARDS

1. IBU may use University facilities to hold meetings, to the extent that such facilities can be made available without interfering with normal University operations.
 - a. Such facility use shall be arranged in accordance with the usual practice for employee organizations.
 - b. 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.
2. The University will designate one bulletin board per vessel and one at the MarFac Office for Union use.

- a. Materials may be posted only by representatives of the Union. The Union agrees to post only appropriate materials related to the bargaining unit. Libelous, obscene, or defamatory materials are not appropriate.
- b. In the event a dispute arises concerning the appropriateness of the material posted, the University shall notify the IBU employee representative as to the nature of the dispute and that the material is being removed.

D. U.S. MAIL AND EMAIL

1. 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.
2. IBU designated employee representatives may use their University email account for the purpose of conducting Union business in conformance with applicable University policy regarding electronic mail/electronic communications.

E. TELEPHONE

IBU designated employee representatives may use University telephones, including satellite, for the purpose of conducting union business which is specifically authorized by Article 7 - Grievance Procedure. The Union is responsible for reimbursing the University for any costs associated with such telephone/satellite usage in accordance with the departmental procedures in effect at the time. The frequency and duration of permitted phone calls shall not be such as to interfere with or disrupt the employee's completion of work assignments, nor impair the efficiency of University operations. The University may audit employee representatives' use of the telephone/satellite system to the same extent as it may audit other employees' use of such equipment.

F. EMPLOYEE LIST/INFORMATION

1. On a monthly basis, the University shall make accessible to IBU an electronic list via File Transfer Protocol (FTP) of all employees in the bargaining unit. The list will include the following data fields: name, title code, title name, department, work location, most recent date of hire, annual salary based on 100% FTE, percentage appointment, appointment type, home department, home address, work email address, personal email address on file with the University, work phone number, home phone number, personal mobile phone number, separation date and reason, leave of absence date and reason, home address, and dues indicator. The University will make accessible to IBU a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit. Personal contact information will be disclosed to the IBU if the employee has not opted to not disclose to the Union in keeping with Section F.2. below.
2. It shall be the responsibility of each employee to inform the University in writing of the employee's current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address." Employees may prevent release of their home address, home telephone number, personal mobile phone number, and personal email address by making that election in the UCPath Portal, Employee Self Service.

G. NEW EMPLOYEE UNION ORIENTATIONS

1. UC San Diego shall provide IBU an opportunity to meet with new B6 bargaining unit employees for thirty (30) minutes on work time. When these meetings take place during campus-wide group new employee orientations, the Union's 30-minute meeting with employees shall be included on the group new employee orientation agenda.
 - a. Regardless of how campus-wide group new employee orientations are held, the 30 minute IBU orientation meetings with new mariners may be conducted using a virtual platform.
 - b. A new employee may not be able to attend a new-employee orientation provided in person or via virtual platform. In such cases, the University will provide 30 minutes for a new mariner to view a 30-minute prerecorded union orientation presentation provided by IBU.
2. UC management shall not participate in the meeting between the IBU and the new mariner. In accordance with SB 866 (Government Code sections 1157.12 and 3550), employees' inquiries at the new employee orientation regarding union membership shall be directed to IBU. IBU shall not disrupt, interrupt, or interfere with the group's new employee orientation.
3. In addition to, or instead of, a Union representative, one (1) IBU designated employee representative may be released on a without-loss-of-straight-time-pay status to attend the group new employee orientation if the orientation takes place during regularly scheduled work time. Such release must be in accordance with the Paid Release Time provisions in this Article.
4. At least fifteen (15) calendar days prior to conducting a group new employee orientation, UC San Diego will provide notice to a designated IBU representative of the location and time of the new employee orientation along with the names, payroll titles, and departments of newly hired employees who are scheduled to attend the new employee orientation. A list of the B6 employees in attendance at the new employee orientation shall be provided to the designated IBU representative no more than ten (10) days after the completion of the new employee orientation.
5. When additional newly hired employees are directed to attend a group new employee orientation after the fifteen (15) day notice has been delivered to the union, UC San Diego shall provide to IBU a list of B6 employees who will attend a New Employee Orientation no less than three (3) days in advance of the new employee orientation.

H. DISTRIBUTION AND POSTING OF THE AGREEMENT

1. In consultation with the Union, the University shall prepare the official version of this Agreement, which will then be posted electronically.
2. The University and IBU will use their best efforts to ensure that this Agreement is posted within one hundred and twenty (120) calendar days following ratification.

I. PAID RELEASE TIME (PRT)

1. Bargaining unit employees shall be granted paid release time, in accordance with the other applicable provisions of this Agreement, to attend a meeting convened by the University pertaining to matters related to this Agreement.
2. Paid release time shall not include pay for any hours which exceed the employee's regularly scheduled hours of work, unless attendance at the meeting is required by the University.
3. Paid release time shall be tracked by the University in the same manner that other absences from work are tracked for purposes of timekeeping.
4. The Union shall provide UC San Diego Labor Relations with a request for paid release time at least seventy-two (72) hours in advance of the time that the employee wants to be released from work, unless an operational need arises that requires a change and is mutually agreed upon.
5. An employee shall not be paid if they leave work before being informed by the designated University official that the request for paid release time has been granted.
6. The University shall not unreasonably or arbitrarily deny the use of paid release time.
7. The University is not required to provide for in-person attendance of a bargaining unit employee at meetings convened by the University. Virtual platforms will be routinely used for such meetings, but in-person attendance at such meetings may be required at the option of the University. If in-person attendance is required by the University, the University will provide reasonable transportation, food, and lodging for mariners the University requires to attend in person.
8. Release Time for IBU Designated Employee Representative
 - a. Subject to the release request process described in this section, an IBU designated employee representative may be granted the use of release time to investigate employee complaints prior to formal grievance filing and/or to investigate health and safety matters during work hours. Release time is not to be used for grievance related activities such as research, writing or preparation of briefs, or writing or preparation of other such statements of positions or arguments.
 - b. IBU will work with the University to ensure that IBU designated employee representatives use release time in a responsible manner so as not to interrupt the daily operations of the University.
 - c. The total cumulative use of paid release time for the IBU designated employee representatives collectively shall be limited to nine (9) hours in any one (1) month. University-convened meetings pursuant to Grievance Procedures of this Agreement, shall not be deducted from this block of time.
 - d. At its sole discretion, the University may authorize use of release time for more than nine (9) hours in a month. The exercise of this discretion and/or the enforcement by the University of the nine (9) hour maximum shall under no circumstances establish a precedent for the IBU designated employee representative involved, nor shall the allowance of greater than nine (9) hours in a month for an IBU designated employee

- representative have any effect or bearing on the ability of the University to enforce the nine (9) hour maximum on any other IBU designated employee representative.
- e. Should a question of possible abuse of these release time provisions arise, the University will notify IBU, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.
 - f. In the event that release time is not sufficient for the IBU designated employee representative's duties and additional time is not granted under Section I.8.d above, the IBU designated employee representative may elect to use vacation time in accordance with Article 41 - Vacation, or Article 40 - Union Access - Union Business Leave, and in accordance with the provisions in this Article.

ARTICLE 40 UNION ACCESS - UNION BUSINESS LEAVE

A. GENERAL PROVISIONS

1. Up to three (3) non-probationary, career employee, IBU-designated employee representative(s) assigned to a vessel docked at MarFac may be granted paid reimbursed leave to participate in Union-related activities, subject to prior approval and pursuant to the process described in this section. This paid reimbursed leave is known as Union Business Leave (“UBL”).
2. During a UBL 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. 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 or Maintenance and Cure 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 carrier and plan.
3. During the leave of absence, the Union shall reimburse the University for all actual costs of employee compensation, including but not limited to, salary plus all benefits paid to the employee for the time the employee is on leave without loss of compensation. 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.
4. The University is not required to provide transportation or any other costs involved in an employee’s use of union business leave or return from business leave.

B. UBL REQUESTS

1. UBL requests shall be for at least four (4) hours and shall not, in the aggregate, exceed ten (10) calendar days. IBU shall submit UBL requests at least twenty-one (21) calendar days in advance of the proposed start of the leave of two days or longer, and at least ten (10) calendar days in advance of leaves of one day or less. All UBL requests must be submitted in writing to UC San Diego Labor Relations, and must include the start and end dates of the leave. Requests to extend UBL must be made in writing to UC San Diego Labor Relations as early as possible, and the University has sole discretion to deny such requests based on operational needs. In most cases, requests for UBL scheduled to take place during a crew member’s assigned ship rotation will be denied based on operational requirements and business needs.
2. Permission for one-day UBL shall not be granted to any individual IBU-designated employee representative more than once per month.
3. All leaves of absence shall be tracked by the University in the same manner that other absences from work are tracked for purposes of timekeeping.

4. The University, due to operational needs, has sole discretion to postpone the date such leave of absence is scheduled to begin.
5. An employee shall not be paid if they leave work before being informed by the designated University official that the request for union business leave has been granted.

C. RETURN FROM LEAVE

1. The University shall not be required to return an employee from UBL prior to the return date specified at the start of the leave.
2. Upon return, the employee will be placed in their previous position when practicable, subject to operational changes, staffing reductions, and/or layoffs which may have occurred during the UBL.

ARTICLE 41 VACATION

A. VACATION ACCRUALS/CREDIT

1. An eligible employee shall earn vacation credit each month or quadri-weekly cycle based on the number of hours on pay status, including paid holiday hours but excluding paid overtime hours, for that month or quadri-weekly cycle at the University's established factored accrual rates, resulting in the following average credits:

For all classifications per Article 30 - Recognition and Classification, except for mariners in title code 5999 CHF ENGR MGR 1:

Years of Qualifying Accumulated Service	Approximate Yearly Earnings (full-time rate)	Maximum Balance
Less than 10	15 days	240 hours
More than 10 but less than 15	18 days	288 hours
More than 15 but less than 20	21 days	336 hours
20 or more	24 days	384 hours

For mariners in title code 5999 CHF ENGR MGR 1

Years of Qualifying Accumulated Service	Approximate Yearly Earnings (full-time rate)	Maximum Balance
Less than 5	18 days	288 hours
More than 5 but less than 10	21 days	336 hours
More than 10	24 days	384 hours

2. Earned vacation for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate vacation credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.

B. ELIGIBILITY

1. A career or limited appointment employee is eligible to earn vacation credit from their date of hire, prorated in accordance with Section A. above, if appointed at fifty percent (50%) or more of full-time for a period of six (6) months or more. For the purposes of

this Article, a month of qualifying service is a month of service at one-half (1/2) time or more and a quadri-weekly cycle is defined as two (2) bi-weekly pay periods designated by the University.

2. Employees must be on pay status at least one-half (1/2) the working hours of a vacation accrual period to earn vacation credit for that period.

C. VACATION SCHEDULING

1. An employee may request vacation.
2. The University has the sole discretion to approve or disapprove vacation requests. Vacation requests shall not be unreasonably denied. An approved vacation request shall not be unreasonably canceled.
3. Vacation leave requested by an employee will be scheduled in accordance with the University's operational needs and departmental procedures. Departmental procedures which restrict an employee's ability to schedule vacation shall be based on operational needs.
4. A mariner on high priority vacation approved in accordance with Article 10 - Hours of Work, Section C.6.B., can only be called back to ship service during their scheduled high priority vacation with the mariner's consent.
5. Vacation credit shall not be used prior to the time it is accrued, except as provided in Article 21 - Operational Curtailment.

D. VACATION MAXIMUMS

1. A full-time employee shall not accrue vacation in excess of the maximum of two (2) times the employee's annual accumulation. A part-time employee shall accrue vacation credit to a pro-rated maximum number of hours as a full-time employee with comparable years of service.
2. Sixty (60) days prior to an employee accruing the maximum amount of vacation, the employee shall be given notice that the maximum accrual will be reached. The employee must request the scheduling of vacation prior to the employee reaching the maximum accrual. If the employee's request to use such accrued vacation is denied due to operational considerations, that employee shall have an additional four (4) months within which the employee must take the vacation to bring their vacation accruals below the maximum. Normal vacation shall continue to accrue during the additional four (4) month period. In cases where exceptional circumstances require that an employee's vacation be delayed to the extent that such a delay will mean that the employee will exceed the maximum vacation accrual, the employee's immediate supervisor must document the exceptional circumstances and submit for review and approval of the Department Head, CHRO, and respective Vice Chancellor/CFO. Examples of exceptional circumstances are: Critical time-sensitive operational projects or events, multiple unplanned employee leaves during the same time period, or temporary or unexpected reductions in staffing levels.

ARTICLE 42 WAIVER

- A. The University and IBU acknowledge that:
1. 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.
 2. This Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity.
 3. The University and the Union agree that this Agreement supersedes and replaces all prior Agreements, understandings and policies, and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit, with the exception of the following:
 - a. Presidential or Regental policies,
 - b. Safety Management System, and,
 - c. Agreements with, and funding awards from, outside entities, setting forth the terms and conditions for vessel operations and funding agreements, including but not limited to the following:
 - i. Research Vessel Safety Standards,
 - ii. National Science Foundation Cooperative Agreements,
 - iii. Office of Naval Research Charter Party Agreements and funding awards, and,
 - iv. National Oceanic Atmospheric Administration agreements.
- B. As a result of the acknowledgments in Section A. above, the University and IBU agree that, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered within this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. Only changes in the above policies and procedures applicable to mariners will be subject to notice and the meet and confer process. Implementation of any of these proposed policies, procedures, rules or regulations, will not be delayed for other employees by the failure of the parties to complete the meet and confer process or the failure to reach agreement.
- D. Notwithstanding Section B. above, the articles in this contract may be reopened for negotiation at any time by mutual agreement of the parties.

APPENDIX 1: GRIEVANCE FORM

GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)		
IBU-ILWU MARINE CREW UNIT (B6) GRIEVANCE FORM	Allegations of a violation of the Agreement in effect between the University and IBU-ILWU must be filed using this form. To ensure processing, see the Agreement for details regarding grievance filing and content. ALL INFORMATION REQUESTED BELOW MUST BE PROVIDED, EITHER PRINTED OR TYPED. <u>If you wish to file a grievance or want more information about possibly filing a grievance, please contact your local IBU-ILWU representative at:</u>	
GRIEVANT'S NAME (LAST, MIDDLE INITIAL, FIRST)	NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR	
GRIEVANT'S VESSEL NAME AND DEPARTMENT	GRIEVANT'S NON-UNIVERSITY EMAIL (REPRESENTATIVE'S EMAIL MAY BE USED)	
GRIEVANT'S CLASSIFICATION TITLE	GRIEVANT'S NON-UNIVERSITY MAILING ADDRESS (REPRESENTATIVE'S ADDRESS MAY BE USED)	
NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR	TITLE OF GRIEVANT'S IMMEDIATE SUPERVISOR	
GRIEVANT'S EMPLOYMENT STATUS <input type="checkbox"/> Career/Regular <input type="checkbox"/> Probationary <input type="checkbox"/> Full Time <input type="checkbox"/> _____ <input type="checkbox"/> Part Time	GRIEVANCE TYPE <input type="checkbox"/> Individual <input type="checkbox"/> Union	GRIEVANT'S NORMAL HOURS OF WORK
IF REPRESENTED IN THIS GRIEVANCE, PROVIDE THE FOLLOWING:		
REPRESENTATIVE'S NAME	REPRESENTATIVE'S ORGANIZATION	REPRESENTATIVE'S NON-UNIVERSITY TELEPHONE NUMBER AND EMAIL
REPRESENTATIVE'S NON-UNIVERSITY ADDRESS, CITY, STATE, ZIP	ARE YOU REQUESTING A STEP 1 MEETING? <input type="checkbox"/> YES <input type="checkbox"/> NO	
GRIEVANCE TYPE: <input type="checkbox"/> Individual <input type="checkbox"/> Union	SPECIFIC ARTICLE(S) & SECTION(S) OF THE CONTRACT ALLEGED TO HAVE BEEN VIOLATED:	
DATE OF ACTION CAUSING GRIEVANCE _____ / ____ / ____	DATE OF INFORMAL DISCUSSION WITH SUPERVISOR, IF ANY _____ / ____ / ____	DATE OF INFORMAL RESPONSE, IF ANY _____ / ____ / ____

ALLEGED VIOLATION OF AGREEMENT [PLEASE DESCRIBE IN DETAIL THE FACTS AND CIRCUMSTANCES (INCLUDING DATES) THAT EXPLAIN HOW THE ARTICLE(S) AND SECTION(S) WERE VIOLATED. ATTACH ADDITIONAL PAGES IF NEEDED.]	
REMEDY REQUESTED	
GRIEVANT'S SIGNATURE	DATE
REPRESENTATIVE'S SIGNATURE (IF REPRESENTED)	DATE

APPEAL TO STEP 2

<input type="checkbox"/> I DO NOT ACCEPT THE STEP 1 RESPONSE AND APPEAL TO STEP 2 (STATE SUBJECT BELOW)	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE	DATE
SUBJECT OF GRIEVANCE AT STEP 2, IF DIFFERENT THAN SUBJECT OF GRIEVANCE AT STEP 1.		

APPEAL TO ARBITRATION

<input type="checkbox"/> I DO NOT ACCEPT THE STEP 2 RESPONSE AND APPEAL TO ARBITRATION	<u>UNION REPRESENTATIVE'S SIGNATURE</u>	DATE
--	---	------

APPENDIX 2: PANEL OF ARBITRATORS

Robert Bergeson

Chris Cameron

Kathy Fragnoli

Fred Horowitz

John Kagel

Najib Nabil Khoury

Guy Prihar

Paul Roose

Jan Stiglitz

Daniel Sailing

Louis Zigman

Appendix 3: Pay Step Ladder

Group 1

JobCd	UCSD Job Title
5849	Wiper Operator 1
5852	Marine Cook 1
5857	Ordinary Seaman 1
5862	Boat Operator 1

Group 2

JobCd	UCSD Job Title
5851	Marine Cook 2

Group 3

JobCd	UCSD Job Title
5848	Oiler Operator 2
5856	Able Seaman 2
5854	Platform Operator 2

Step	Hourly Rate	% Between Steps
1	\$ 23.56	2.00%
2	\$ 24.03	2.00%
3	\$ 24.51	2.00%
4	\$ 25.00	2.00%
5	\$ 25.50	2.00%
6	\$ 26.01	2.00%
7	\$ 26.53	2.00%
8	\$ 27.06	2.00%
9	\$ 27.60	2.00%
10	\$ 28.15	2.00%
11	\$ 28.72	2.00%
12	\$ 29.29	2.00%
13	\$ 29.88	2.00%
14	\$ 30.47	2.00%
15	\$ 31.08	2.00%
16	\$ 31.71	2.00%
17	\$ 32.34	2.00%
18	\$ 32.99	2.00%
19	\$ 33.65	2.00%
20	\$ 34.32	2.00%

Step	Hourly Rate	% Between Steps
1	\$ 25.05	2.00%
2	\$ 25.55	2.00%
3	\$ 26.06	2.00%
4	\$ 26.58	2.00%
5	\$ 27.11	2.00%
6	\$ 27.65	2.00%
7	\$ 28.21	2.00%
8	\$ 28.77	2.00%
9	\$ 29.34	2.00%
10	\$ 29.93	2.00%
11	\$ 30.53	2.00%
12	\$ 31.14	2.00%
13	\$ 31.76	2.00%
14	\$ 32.40	2.00%
15	\$ 33.05	2.00%
16	\$ 33.71	2.00%
17	\$ 34.38	2.00%
18	\$ 35.07	2.00%
19	\$ 35.77	2.00%
20	\$ 36.49	2.00%

Step	Hourly Rate	% Between Steps
1	\$ 30.49	2.00%
2	\$ 31.10	2.00%
3	\$ 31.72	2.00%
4	\$ 32.35	2.00%
5	\$ 33.00	2.00%
6	\$ 33.66	2.00%
7	\$ 34.33	2.00%
8	\$ 35.02	2.00%
9	\$ 35.72	2.00%
10	\$ 36.43	2.00%
11	\$ 37.16	2.00%
12	\$ 37.91	2.00%
13	\$ 38.66	2.00%
14	\$ 39.44	2.00%
15	\$ 40.23	2.00%
16	\$ 41.03	2.00%
17	\$ 41.85	2.00%
18	\$ 42.69	2.00%
19	\$ 43.54	2.00%
20	\$ 44.41	2.00%

Appendix 3: Pay Step Ladder

Group 4

JobCd	UCSD Job Title
5850	Marine Cook 3
5855	Boatswain 3
5861	Sr Boat Operator 1

Group 5

JobCd	UCSD Job Title
5846	Boat Engineer
5847	Electrician Op 3

Group 6

JobCd	UCSD Job Title
5845	Third Engineer Asst
5860	Third Officer Boat Op 2

Step	Hourly Rate	% Between Steps
1	\$ 31.64	2.00%
2	\$ 32.27	2.00%
3	\$ 32.92	2.00%
4	\$ 33.58	2.00%
5	\$ 34.25	2.00%
6	\$ 34.94	2.00%
7	\$ 35.63	2.00%
8	\$ 36.35	2.00%
9	\$ 37.07	2.00%
10	\$ 37.81	2.00%
11	\$ 38.57	2.00%
12	\$ 39.34	2.00%
13	\$ 40.13	2.00%
14	\$ 40.93	2.00%
15	\$ 41.75	2.00%
16	\$ 42.59	2.00%
17	\$ 43.44	2.00%
18	\$ 44.31	2.00%
19	\$ 45.19	2.00%
20	\$ 46.10	2.00%

Step	Hourly Rate	% Between Steps
1	\$ 36.55	2.00%
2	\$ 37.28	2.00%
3	\$ 38.02	2.00%
4	\$ 38.78	2.00%
5	\$ 39.56	2.00%
6	\$ 40.35	2.00%
7	\$ 41.16	2.00%
8	\$ 41.98	2.00%
9	\$ 42.82	2.00%
10	\$ 43.68	2.00%
11	\$ 44.55	2.00%
12	\$ 45.44	2.00%
13	\$ 46.35	2.00%
14	\$ 47.28	2.00%
15	\$ 48.22	2.00%
16	\$ 49.19	2.00%
17	\$ 50.17	2.00%
18	\$ 51.18	2.00%
19	\$ 52.20	2.00%
20	\$ 53.24	2.00%

Step	Hourly Rate	% Between Steps
1	\$ 39.49	2.00%
2	\$ 40.28	2.00%
3	\$ 41.09	2.00%
4	\$ 41.91	2.00%
5	\$ 42.75	2.00%
6	\$ 43.61	2.00%
7	\$ 44.48	2.00%
8	\$ 45.37	2.00%
9	\$ 46.27	2.00%
10	\$ 47.20	2.00%
11	\$ 48.14	2.00%
12	\$ 49.11	2.00%
13	\$ 50.09	2.00%
14	\$ 51.09	2.00%
15	\$ 52.11	2.00%
16	\$ 53.15	2.00%
17	\$ 54.22	2.00%
18	\$ 55.30	2.00%
19	\$ 56.41	2.00%
20	\$ 57.54	2.00%

Appendix 3: Pay Step Ladder

Group 7

JobCd	UCSD Job Title
5844	Second Eng Asst
5859	Second Officer

Group 8

JobCd	UCSD Job Title
5843	First Engineer Asst
5858	First Officer

Group 9

JobCd	UCSD Job Title
5999	Chief Engineer Mgr 1

Step	Hourly Rate	% Between Steps
1	\$ 44.34	2.00%
2	\$ 45.23	2.00%
3	\$ 46.14	2.00%
4	\$ 47.06	2.00%
5	\$ 48.00	2.00%
6	\$ 48.96	2.00%
7	\$ 49.94	2.00%
8	\$ 50.94	2.00%
9	\$ 51.96	2.00%
10	\$ 53.00	2.00%
11	\$ 54.06	2.00%
12	\$ 55.14	2.00%
13	\$ 56.24	2.00%
14	\$ 57.36	2.00%
15	\$ 58.51	2.00%
16	\$ 59.68	2.00%
17	\$ 60.88	2.00%
18	\$ 62.09	2.00%
19	\$ 63.33	2.00%
20	\$ 64.60	2.00%

Step	Hourly Rate	% Between Steps
1	\$ 49.15	2.00%
2	\$ 50.13	2.00%
3	\$ 51.13	2.00%
4	\$ 52.16	2.00%
5	\$ 53.20	2.00%
6	\$ 54.26	2.00%
7	\$ 55.35	2.00%
8	\$ 56.46	2.00%
9	\$ 57.59	2.00%
10	\$ 58.74	2.00%
11	\$ 59.91	2.00%
12	\$ 61.11	2.00%
13	\$ 62.33	2.00%
14	\$ 63.58	2.00%
15	\$ 64.85	2.00%
16	\$ 66.15	2.00%
17	\$ 67.47	2.00%
18	\$ 68.82	2.00%
19	\$ 70.20	2.00%
20	\$ 71.60	2.00%

Step	Hourly Rate	% Between Steps
1	\$ 79.31	2.00%
2	\$ 80.90	2.00%
3	\$ 82.52	2.00%
4	\$ 84.17	2.00%
5	\$ 85.85	2.00%
6	\$ 87.57	2.00%
7	\$ 89.32	2.00%
8	\$ 91.10	2.00%
9	\$ 92.93	2.00%
10	\$ 94.79	2.00%
11	\$ 96.68	2.00%
12	\$ 98.61	2.00%
13	\$ 100.59	2.00%
14	\$ 102.60	2.00%
15	\$ 104.65	2.00%
16	\$ 106.74	2.00%
17	\$ 108.88	2.00%
18	\$ 111.06	2.00%
19	\$ 113.28	2.00%
20	\$ 115.54	2.00%

APPENDIX 4: MEMORANDUM OF NEGOTIATORS

The negotiators of this proposed Agreement affix their signatures to this Agreement 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 appropriate 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 Office of the General Counsel to the Regents of the University of California.

The parties agree that when the approval process has been completed, the Agreement will become effective when authorized representatives for both parties have signed the document.

REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO:



Jonathan Connolly
Chief Negotiator

Date



Bruce Appelgate
SIO

Date



Crystal Roberts
SIO

Date



Zoltan Kelety
SIO

Date



Wesley Hill
SIO

Date

IBU-ILWU:



Jay Uberhart
President

Date



John Skow
Regional Director

Date



IBU Person 1
Member, Negotiating Team

Date



IBU Person 2
Member, Negotiating Team

Date



IBU Person 3
Member, Negotiating Team

Date

EXECUTION OF AGREEMENT

The foregoing Agreement between the IBU-SIO and The Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party

REGENTS OF THE UNIVERSITY OF CALIFORNIA:

IBU-ILWU:

DocuSigned by:
Cheryl Lloyd 10/6/2022
AE400BB4CBEB448...

President Jay Uberhart

Cheryl Lloyd Date
President, Systemwide Human Resources

Jay Uberhart Date
President

DocuSigned by:
Letitia Silas 10/5/2022
2F5E42E6AE3C4CC...

John Skow

Letitia Silas Date
Executive Director, Systemwide Labor Relations

DocuSigned by:
E Kevin Young 10/5/2022
4FAE9D64E402450...

R. Cameron Freels

E. Kevin Young Date
Associate Director, Systemwide Labor Relations

Jonathan Connolly

Carl Jones

Jonathan Connolly Date
Chief Negotiator

Carl Jones

SIDE LETTER: INITIAL IMPLEMENTATION

A. INITIAL PAY-STEP LADDER PLACEMENT

1. Career Employees

- a. Effective upon written notice of ratification (Notice Date) of this agreement career mariners will receive an equity increase equal to the mariner's current tier 2 hourly rates multiplied by 1.22. If the increase results in wages lower than Step 1 of the career mariner's title code pay-step ladder in (Appendix 3 - Pay Step Ladders), the career mariner will receive an additional equity increase in an amount that will bring the mariner's wages up to Step 1. The University agrees to implement this equity increase no later than ninety (90) calendar days from ratification, and mariners will be paid retroactively from Notice date to implementation of the equity increase. The mariner must be employed at the date of ratification in order to be eligible.
- b. The University will no longer use the Sea Pay Differential for Employees (Tiered Rate) system described in Sea Pay Policy (UC SPP 30) for determining mariner wages. Effective the first full pay period following 180 (one hundred eighty) calendar days from the date of ratification, career mariners who are on pay status at ratification will be moved from their current pay range structure to a pay- step ladder based on title code groupings (Appendix 3 - Pay Step Ladders). Placement will be based on the career mariner's hourly rate at the time of pay step ladder placement, rounded up to the next highest step on the pay step ladder.

2. Per Diems

- a. Effective upon written notice of ratification (Notice Date) of this agreement per diem mariners will receive an equity increase equal to the mariner's current tier 2 hourly rates multiplied by 1.22. If the increase results in wages lower than Step 1 of the per diem mariner's title code pay-step ladder in Appendix 3 - Pay Step Ladders, the per diem mariner will receive an additional equity increase in an amount that will bring the mariner's wages up to Step 1. The University agrees to implement this equity increase no later than ninety (90) calendar days from ratification, and mariners will be paid retroactively from Notice date to implementation of the equity increase. A per diem mariner must be employed by the university at the date of ratification in order to be eligible.
- b. Effective the first full pay period following 180 (one hundred eighty) calendar days from the date of ratification, per diem mariners who are on pay status will be placed on Step 1 or above of the pay-step ladder based on title code groupings (Appendix 3 - Pay Step Ladders). If this step placement results in a pay reduction from previous work in the same title code, the mariner will be paid at the step on or above the Tier 2 rate received from the University prior to ratification of this Agreement.

B. LUMP SUM PAYMENT FOLLOWING RATIFICATION

1. Effective one hundred eighty (180) calendar days from receipt of written notice of ratification (Notice Date) from IBU, non-probationary career mariners shall receive a one-time, non-base building Ratification Lump Sum Payment equal to \$2,000 per

mariner. The Ratification Lump Sum Payment is subject to applicable taxes and withholdings, but union dues shall not be deducted.

2. Eligibility criteria, in addition to the provisions Article Compensation: Mariners must be on pay status in the bargaining unit during the period including and between ratification and payout.
3. Effective one hundred eighty (180) calendar days from Notice Date, per diem mariners who have worked at SIO between December 15 2020 and Notice Date, will receive a one-time, non-base building Ratification Lump Sum Payment equal to \$2,000 per mariner upon their 90th day working onboard a vessel following the Notice date. Eligibility for this one-time payment expires one hundred eighty (180) calendar days after the Effective date.

SIDE LETTER: POST-RATIFICATION SMS REVISIONS

Within 90 (ninety) calendar days from the date of ratification, the Union will provide the University with areas of conflict between individual procedures in the University's Safety Management System (SMS) at the time of ratification and this Agreement. Within 60 (sixty) days of this notice, the University and Union will meet and confer regarding the effects of any necessary post-ratification revisions.

SIDE LETTER: PER DIEM EMPLOYEES INITIAL IMPLIMENTATION

The purpose of this side letter is to modify the language in Article A.2 in the document "Side Letter: Initial Implementation" as follows.

A. INITIAL PAY-STEP LADDER PLACEMENT

2. Per Diems

- a. Effective upon written notice of ratification (Notice Date) of this agreement, per diem mariners will receive an equity increase equal to the mariner’s current tier 2 hourly rates multiplied by 1.22. If the increase results in wages lower than Step 1 of the per diem mariner’s title code pay-step ladder in Appendix 3 - Pay Step Ladders, the per diem mariner will receive an additional equity increase in an amount that will bring the mariner’s wages up to Step 1. The University agrees to implement this equity increase no later than ninety (90) calendar days from ratification. For per diem mariners who were being paid the pre-contract rates of pay between June 10, 2022 and October 6, 2022, this pay raise will be effective retroactively to include the days that per diem mariners worked during the time period between the Notice Date (June 10, 2022) and the official contract signing (October 6, 2022). Any per diem mariner who worked during that period is eligible if they were being paid the pre-contract rates of pay between June 10, 2022 and October 6, 2022, regardless of their on-pay status on the date of signing, provided they sign on again prior to one hundred eighty (180) days after the Effective date. Retroactive pay will be issued in the second paycheck, or as soon thereafter as can be reasonably issued, following the mariner's return to working aboard a Scripps vessel following the Notice date.

For the University of California,

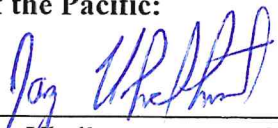
SAN DIEGO:


Jonathan Connolly	Date
Chief Negotiator	

Bruce Appelgate	Date
-----------------	------

Inlandboatmen’s Union

of the Pacific:

	2-2-2023
Jay Ubelhart	Date
National President	

	1-31-2023
John Skow	Date
Regional Director	
Southern California Region	