

ARTICLE 1. RECOGNITION

This Agreement, effective December 12, 2014, is entered into between the Regents of the University of California, a corporation, referred to hereinafter as the "University" and the International Union of Operating Engineers, Local 501, including its Subordinate Branches AFL-CIO, referred to hereinafter as the "Union."

The University recognizes the Union, which was certified by the Public Employment Relations Board (PERB) on July 23, 1983, as the exclusive bargaining agent for matters within the scope of representation for the following classifications of UCR employees, excluding those classes and/or employees designated as managerial, supervisory, and confidential (as defined in HEERA).

<u>Title Code</u>	<u>Job Title</u>
8164	Lead Maintenance (B)
8165	Lead Maintenance (A)
8166	Maintenance (B)
8167	Maintenance (A)
8175	Physical Plant Specialist
8206	Building Systems Specialist

The term "employee" as used in this Agreement shall refer to employees in the classifications above as being within the bargaining unit covered by this Agreement.

ARTICLE 2. DURATION OF AGREEMENT

This Memorandum of Understanding shall become effective on December 12, 2014, and shall remain in effect until 11:59 p.m. on September 30, 2018. This Agreement shall automatically renew itself unless either of the parties requests in writing that negotiations for a successor Agreement commence. Notification of a request to commence negotiations for a successor Agreement shall be submitted by either party at least ninety (90) days prior to the expiration of this Agreement. While negotiations for a successor Agreement are continuing, this Agreement shall remain in full force and effect.

ARTICLE 3. MANAGEMENT RIGHTS

The University, unless expressly limited by the Agreement, retains solely and exclusively the rights, functions, powers, and authority to: establish the University's missions, programs, objectives, activities and priorities; plan, direct, and control the use of resources to achieve the University's missions, programs, objectives, activities and priorities; develop, implement and administer affirmative action programs; establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on; introduce new or improved methods, programs, equipment or facilities or change or eliminate existing methods, programs, equipment or facilities; determine the location or relocation, reorganization or discontinuance of operations; determine where employees shall work; determine and modify job classifications and job descriptions; assign work, schedule days and hours of work including overtime, or work beyond an employee's assigned shift; recruit, hire, develop, train assign, promote,

transfer employees; establish the size, composition and qualifications of the work force; establish, modify and enforce standards of performance, conduct and safety for employees; and maintain safety in its operations.

The above enumeration of management rights is not all-inclusive and does not exclude other management rights not specified, nor shall the exercise or nonexercise of rights retained by management be construed to mean that any right is waived. The exercise of management rights shall not be subject to meeting and conferring. No action taken by the University with respect to the above enumerated rights shall be subject to the Grievance or Arbitration Procedure of this Agreement or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 4. NONDISCRIMINATION IN EMPLOYMENT

There shall be no unlawful discrimination or harassment in the application of the provisions of this Agreement with regard to race, color, religion, national origin, ancestry, sex, sexual orientation, pregnancy (includes pregnancy, childbirth and related medical conditions), gender identity, marital status, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), age, citizenship or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1997 (USERRA) status as a covered veteran (special disabled veteran, recently separated veteran, Vietnam era veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized), which includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services. This policy is intended to be consistent with the provisions of applicable State and Federal law and University policies.

In order to be eligible for the Grievance and/or Arbitration provisions of this Agreement, complaints of unlawful discrimination must be based on an otherwise grievable/arbitrable article. Complaints alleging only unlawful discrimination may be subject to the Complaint Procedure.

ARTICLE 5. PROBATIONARY PERIOD

- A. Employees in career appointments shall serve a probationary period during which time their work performance and general suitability for University employment will be evaluated. Except for those employees covered by Section B. below, the probationary period is completed following six (6) months of continuous service at one-half (½) time or more without a break in service. Time on leave, with or without pay, is not qualifying service for completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period, whether or not they previously completed a probationary period.
- B. An employee whose appointment is converted from a limited appointment to a career appointment and who has worked in the same appointment immediately prior to the career appointment will have such time, up to a maximum of three (3) months, applied toward completion of the probationary period. For purposes of this provision, “same appointment”

means an appointment in the same department/unit with the same duties as the appointment to which the employee was assigned prior to conversion.

- C. At the sole discretion of the University, an employee's probationary period may be extended. The employee shall be provided with a written statement of the reasons for the extension. Such an extension shall be for a specific period of time not to exceed three (3) months.
- D. Prior to the completion of the probationary period, an employee may be released at the sole discretion of the University, and without recourse to the Grievance or Arbitration Procedure(s) of this Agreement

ARTICLE 6. POSITIONS/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. In addition, a career appointment may be established by conversion from a limited appointment pursuant to section B.2 of this Article.

B. Limited Appointments.

- 1. Limited Appointments are established at any percentage of time, fixed or variable, and are not expected to continue for more than one thousand (1,000) hours in a twelve (12) month period.
- 2. In the event that a limited appointment employee attains one thousand (1,000) hours of qualifying service within a twelve (12) month period, without a break in service of at least one hundred twenty (120) consecutive calendar days, the incumbent shall convert to career status upon reaching the one thousand (1,000) hour threshold.
 - a. Qualifying service includes all time on pay status in one or more limited appointments.
 - 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 twelve (12) month period for purposes of calculating the one thousand (1,000) hours of qualifying service.

The automatic conversion to career service as described in B.2 above will not occur when the limited employee was hired as a replacement for another person who is on an extended medical leave that exceeds the one thousand (1,000) hours.

Employees in limited appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to Article 24 - Grievance Procedure or Article 25 - Arbitration Procedure of this Agreement. An employee who is appointed to a limited appointment is automatically terminated as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.

C. Temporary Maintenance Workers.

1. During the term of this Agreement, the University may from time to time require the use of temporary maintenance workers to meet temporary, seasonal and/or peak workload needs. Except in emergency situations, the University will first attempt to procure such temporary maintenance workers from the Union. In those instances, the University will notify the Union of its needs, and will state the qualifications that the applicants are expected to possess. Within two (2) working days of the University's request, the Union will refer a diverse pool of qualified and competent applicants for the position or positions. The University is free to hire or reject the applicants referred through this process. If the University does not fulfill its staffing needs from the applicants referred by the Union in those two (2) working days, other recruitment sources will be utilized.
2. Disputes arising from this Section may only be reviewed through Article 23 - Complaint Procedure of this Agreement.

ARTICLE 7. HOURS OF WORK

A. Standard Workweek.

1. The workweek for employees shall be from 12:01 a.m. Sunday morning to midnight the following Saturday, and shall, for full-time employees, consist of five (5) consecutive workdays and two (2) consecutive days off, exclusive of holidays; except for employees working a rotating shift schedule which shall average five (5) workdays and two (2) consecutive days off per week, exclusive of holidays; provided, however, that those employees in continuous operations whose workweek may be altered to accommodate regular rotation changes in shifts would be exempt for the period of rotation.
 - a. The standard work schedule for full-time employees shall be forty (40) hours per workweek, normally scheduled in shifts of either eight, a combination of nine and eight, or ten consecutive hours, excluding a meal period. Work schedules are defined as an employee's assigned days/hours per week and/or his/her shift rotation schedule.
 - b. At the Department Head's discretion, employees, except for watch standers, may utilize a flexible daily work schedule. All employees authorized to utilize "flextime" must adhere to the guidelines established by the Department Head for each shop or work location.

- c. The standard work schedule for employees authorized to use flextime shall continue to be forty (40) hours worked per week, excluding unpaid meal periods. Disputes arising under this sub-section are not subject to the Grievance and Arbitration Procedures of this Agreement.

B. Meal Periods.

Employees shall be permitted to take a meal period not to exceed thirty (30) minutes scheduled at or near the middle of the shift. Such meal period shall not count as time worked. An employee required to stand watch and remain on the job at their workstation for their full shift period shall be permitted to take a meal period, when and as their duties permit. Such meal period shall be counted as time worked.

Except watch standers, an employee who works a period of six (6) continuous hours or more from the last scheduled meal period shall be ordinarily permitted to take an unpaid meal period, if conditions permit.

C. Rest Periods.

One rest period not to exceed fifteen (15) minutes may be granted to a full-time employee during each half of a work shift. If provided, rest periods shall be scheduled as to time during the shift by University and shall be paid. Rest periods not granted or granted and not used shall not be accumulated. Rest periods shall be granted unless operational necessity requires that they be denied.

D. Clean-up Time.

A ten (10) minute clean-up period immediately prior to the end of the workday shall be granted to employees whose jobs require special washing or cleaning procedures because of contact with dirty or greasy tools or objects. A longer clean-up period shall be granted when necessary, upon the approval of the designated supervisor to employees whose job involves an excessive contact with dirty or greasy tools, objects, or equipment.

The provisions of this Section do not apply to watch standers.

E. Call-back Time.

Call-back pay is provided only in those instances when an employee is ordered back to work without prior notice. An employee who is called back shall receive credit for a minimum of four (4) hours of work time. The four (4) hours, whether or not actually worked, are subject to the overtime provisions of this Agreement, if applicable. The call-back pay shall begin when the employee leaves his/her residence or other location at which he/she received the call to report to duty. If the assignment is complete in four (4) hours or less, the employee shall receive four (4) hours of call-back pay. If the assignment continues beyond four hours, the call-back pay will continue until the assignment is complete, or until the start of the employee's regularly scheduled work day, whichever is earlier.

F. On-Call.

On-Call means time during which an employee is not required to be at the work location but is required to be available by telephone or beeper, and be available for return to work.

Except for bargaining unit employees in HDRS, On-Call assignments shall first be made on a voluntary basis. A volunteer On-Call list shall be established by job classification, and On-Call assignments shall be made from the list in alphabetical order on a rotating basis. In the event that no one volunteers, the University shall assign On-Call by job classification on a rotational basis. If called to work, the time actually worked is regular time or overtime as appropriate. An employee on On-Call status is not eligible for minimum call-back payment.

For bargaining unit employees in HDRS, On-Call assignments shall be made pursuant to Appendix D.

For bargaining unit employees in Physical Plant, for each standard seven (7) consecutive day workweek that an employee is in On-Call status, eight (8) hours of compensatory time off shall be granted to the employee on Friday during the next consecutive workweek.

For bargaining unit employees in HDRS, the On-Call rate is twenty-five percent (25%) of the employee's hourly rate for each hour on On-Call.

G. Notice of Work Schedule Change.

Employees shall be notified of long term changes in work schedules at least ten (10) working days in advance, except for emergencies. An emergency as used herein is defined to mean a sudden, unexpected occurrence demanding immediate action to maintain required services and staffing.

A long term change is defined as a change of at least four (4) work weeks in duration.

Where changes in work schedules are made without the requisite ten (10) working days' notice, excluding changes to meet emergencies, employees will be compensated at the overtime rate defined in Article 8, for all time worked on the new schedule during the ten working day notice period. If the change is made at the request of the employee, this provision shall not apply.

H. Shift Assignment.

When shifts become vacant after permanent shifts have been assigned, employees shall be able to bid on the vacant shift in order of seniority.

I. Time Off Between Shifts.

Each employee shall normally have a minimum of twelve (12) hours off before the start of his/her next regularly scheduled shift. When an employee has less than twelve (12) hours off between such shifts, the employee shall be paid at the rate of one and one-half (1½) times the

regular hourly rate for all hours worked within the twelve (12) hours between the old and new assigned shift (e.g., an employee who has only eight (8) hours off between such shifts shall receive overtime pay for the first four (4) hours of the shift). It is understood that this provision does not apply to scheduled or unscheduled overtime.

J. Trading of Shifts.

An employee may trade shifts only upon written request and permission of supervision. No penalty payment will be made for shifts traded at the request of the employee.

ARTICLE 8. OVERTIME

A. Definition.

Overtime is time actually worked in excess of forty (40) hours in a workweek.

Holiday(s), vacation, witness pay, jury duty, and compensatory time off shall be included as hours worked for purposes of this Article only.

B. Overtime Rate and Method of Compensation.

1. Hours worked in excess of forty (40) hours worked in a workweek shall be compensated for at one and one-half (1½) times an employee's base hourly rate of pay.
2. For purposes of calculating the overtime rate for hours worked, the following shall be included as wages: the employee's regular hourly rate, shift differential, on-call, and special performance awards or other similar bonuses.
3. When an employee is employed at more than one rate of pay, overtime earned shall be calculated based on the rate in effect when the overtime is earned.
4. Notwithstanding Section B.1. above, overtime compensation earned may be taken, except for watch standers, in equivalent time off at the employee's option.
 - a. No more than one hundred eighty (180) hours of compensatory time off may be accumulated. An employee shall be paid for hours of overtime which exceed the limit.
 - b. Compensatory time off shall be scheduled and taken within two (2) six (6) month bank periods (January 1 - June 30; July 1 - December 31). Banked compensatory time off which is not paid or scheduled within the bank period in which it is earned or in the bank period following that in which it is earned shall be paid in the next regularly scheduled pay period at the employee's then current rate unless an extension has been granted by mutual consent of the employee and the University.

- c. An employee shall request use of compensatory time off at least five (5) calendar days in advance of the desired time off, except in an emergency. Compensatory time off will be granted subject to the operational needs of the University.
- d. Upon separation from employment, an employee shall be paid any banked compensatory time off earned at the time and one-half rate at the then current rate of pay or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.

C. Scheduling.

Each department shall maintain a list of those employees who wish to be assigned available scheduled additional shifts. Employees will communicate their desire to be placed on the list in writing. In the event that there are insufficient volunteers who possess required skills/experience for the available assignment, such overtime shall be assigned in inverse order of seniority from among employees who possess required skills/experience.

This provision is not intended to apply to situations where an employee is required to work beyond the end of a shift to complete an assigned task.

As soon as practicable after the University has decided the need exists for additional work or overtime, the University shall notify the employee(s) it selects that the employee must work overtime or beyond his/her regularly assigned shift.

If an employee is ordered to perform additional work or to work overtime, and the employee receives less than twenty-four (24) hours advance notice, the employee shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay for any additional hours worked within the twenty-four (24) hour notice period. An employee who receives less than twenty-four (24) hours' notice shall not, however, be paid at the rate of one and one-half times (1½) the regular hourly rate if the University has made reasonable attempts to contact the employee, but the employee was not available in order to provide such notice.

Unless excused by the University, an employee must accept overtime assignments. The University will attempt to evenly distribute such assignments among employees by classification and shop, work unit or work location. The Union may request a record of scheduled overtime hours offered to each employee.

No additional time shall be worked without the advance permission of supervision.

- D. There shall be no compounding/pyramiding of overtime payments.

E. Overtime Meals.

When an employee is required to extend his/her regularly assigned shift more than three hours, and that period extends past the employee's regular meal time, he/she shall be paid for the cost of that meal, provided that no compensation for any meals will be made by the University

without presentation by the employee of a receipt showing money spent. The maximum allowance is eight dollars (\$8.00). If during the term of this Agreement, the maximum allowance is changed for other University unrepresented staff employees who are not managerial, confidential, or supervisory employees, the change will apply to employees in this unit.

A person who has been called in to work overtime, or works planned overtime is not entitled to be paid for a meal, even though this overtime requires him/her to work past a regular meal time.

ARTICLE 9. PERFORMANCE EVALUATION

The performance of each employee shall be evaluated periodically, in accordance with a process established by the University.

At the time of the evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation. The comments, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.

If an employee does not receive an evaluation of his/her performance within the evaluation period established by the University, he/she may request that an evaluation be done. Upon such request, a performance evaluation shall be provided within thirty (30) calendar days. If not provided, the employee shall be deemed to have performed satisfactorily.

Disputes arising from this Article shall not be subject to the Grievance and/or Arbitration Procedures of this Agreement, but may be subject to the Complaint Procedure, Article 23.

ARTICLE 10. PROMOTIONS, TRANSFERS

- A. Whenever it is determined by the University that a career position in the bargaining unit is to be filled, it shall be posted on the University's online recruitment system for bid for a period of two (2) weeks.
- B. From the effective date of this Agreement through September 2018, postings for such career positions covered by this Agreement and for positions that directly supervise bargaining unit positions will also be posted in a central location(s) in the applicable department; additionally, once per week, Physical Plant and HDRS will post all campus operations and facilities job openings in their departments at central location(s). For HDRS, such locations include Pentland, Lothian, A&I, Bannockburn, & Glen Mor. For Physical Plant, such locations include Steam Plant, Physical Plant Central Shop and Grounds Shop.
- C. The University will forward postings for career positions in the bargaining unit to the Union. The Union will be responsible for providing and updating contact information for the person to whom such postings are to be sent. Any candidates referred by the Union, must apply through the University's online recruitment system.

- D. Employees desiring to compete for promotional, transfer or reassignment opportunities in the Unit shall be considered if they meet the minimum qualifications for the position or classification in which they are interested and complete the application process for the position. The applicant determined by the University to be best qualified for the position will be selected for the position; however, in those cases where qualifications among applicants are essentially equal, departmental in-classification seniority will be the factor for selection.
- E. Disputes arising from this Article may only be reviewed through Article 23 - Complaint Procedure of this Agreement.

ARTICLE 11. OUT-OF-CLASS ASSIGNMENT

The University may temporarily assign an employee to a position in a class different from that of his/her normal appointment. Such assignments require prior approval of the Department Head and must be in writing. An employee who is temporarily assigned to perform substantially all the duties on a full-time basis of a position in a class with a higher salary range than the employee's regular appointment for a period of ten (10) consecutive working days or more shall be paid at the rate of the next step of his or her range or at the minimum rate of the higher class, whichever is greater, for all hours worked in the temporary assignment. Out-of-class assignments will typically be made in one (1) week increments. Filling in for a supervisor on a short-term basis [less than ten (10) consecutive working days] does not constitute out of class work. If the employee is currently at the maximum of the salary range for his/her classification, and the minimum rate of the higher class is lower than the employee's current salary, the employee will be paid at the maximum salary rate for the higher classification, unless it is a supervisory classification, in which case the employee will be paid five percent (5%) above his/her current salary. If the employee is currently at step 3.5 of the range, he or she shall be paid at the lowest step in the higher classification which results in a five percent (5%) minimum increase.

The University shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class differential.

An out of classification assignment will not ordinarily exceed one (1) year.

ARTICLE 12. HOLIDAYS

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

A. Eligibility for Holiday Pay.

1. A full-time employee in a career position shall be eligible for holiday pay in accordance with the following conditions:

- a. An employee shall receive holiday pay if on pay status on his/her last scheduled work day before the holiday and on the first scheduled work day following the holiday.
 - b. A new and rehired employee shall receive pay for any holiday immediately preceding the employee's first day of work provided the holiday is the first working day(s) of the month.
 - c. A continuing employee who is on approved leave without pay, temporary layoff, or furlough for a period of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday occurring in that period.
 - d. A terminating employee shall receive pay for any holiday immediately following his/her last day of work provided the holiday is the last working day(s) of the month.
2. A full-time employee in a limited position and any part-time employee shall receive holiday pay in accordance with the following except that holiday pay is not granted for a holiday that occurs before the first day of work for a new or rehired employee or after the last day of work for a terminating employee.
- a. Add hours on pay status, excluding holiday hours, for the two (2) bi-weekly pay periods immediately preceding the bi-weekly pay period in which the holiday occurs. Holiday pay is then granted according to the following table.

LOWERBOUND HOURS ON PAY STATUS	UPPERBOUND HOURS ON PAY STATUS	HOLIDAY HOURS EARNED
0	79.99	0
80	89.99	4
90	109.99	5
110	129.99	6
130	149.99	7
150	999.99	8

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

B. Holidays Observed.

1. The following days shall be granted as holidays:

New Year's Day
 Martin Luther King's Birthday
 Presidents' Day
 Cesar Chavez Day (to be observed on the last Friday in March)
 Memorial Day
 Independence Day
 Labor Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas

2. Two (2) moveable holidays set forth below and selected by the University shall also be observed:

December 24, or a designated alternative
December 31, or a designated alternative

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

C. Holidays on Saturday or Sunday.

When a holiday falls on a Sunday, the following Monday is observed as a holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday unless an alternative day is designated by the President of the University.

D. Compensation for Holiday Work.

When an employee's work schedule requires him/her to work on an observed holiday, the employee shall be paid the regular pay at a straight-time rate, including any shift differential. In addition, the employee receives either holiday pay at the regular straight-time rate, including any shift differential, or compensatory time off.

E. Alternate Full-Time Work Schedule.

An employee on an alternate full-time work schedule is entitled to the same number of holidays and the same number of paid holiday hours as are granted to regularly scheduled employees. An employee whose regular day off falls on a holiday observed by the University receives either another day off or compensating holiday pay.

F. Special or Religious Holidays.

An employee may observe a special or religious holiday, provided work schedules permit and provided that the time off is charged to accrued vacation, accrued overtime, or is without pay.

ARTICLE 13. SICK LEAVE

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

B. Accrual Rate.

1. An employee on pay status for at least one-half (½) of the working hours in a month or quadri-weekly cycle (i.e., two (2) consecutive bi-weekly pay periods) is eligible to accumulate sick leave credit for that period. An employee shall earn leave at the rate of .046154 hours per hour on pay status. The number of sick leave hours which may be accumulated is unlimited.
2. Time on pay status in excess of a full-time work schedule (on-call, call-back, premium pay, and overtime hours) shall not be included as pay status hours when computing the amount of sick leave earned.
3. Sick leave earned shall be credited to the employee on the next working day following the accrual period, except that an eligible separating employee shall earn proportionate sick leave through the last day on pay status.
4. There is no maximum on the amount of sick leave that may be accrued.

C. Use of Sick Leave.

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

1. An employee shall not use sick leave prior to the time it is accrued.
2. An employee shall not use accrued sick leave beyond a predetermined date of separation, including retirement or layoff, or any leave without pay.
3. An employee may be required to submit satisfactory proof of personal or family illness, disability, or death, when abuse is determined by the University, to receive an excused absence from work and sick leave pay.
4. The use of accrued sick leave is allowed for pregnancy-related illnesses or disabilities as in the case of other illnesses, but not beyond a predetermined date of separation or leave without pay.
5. In addition to the use of sick leave as stated in Section C.4. above, a pregnant employee on approved leave without pay on the date of confinement is entitled to use accrued sick leave beginning on the date of confinement and continuing through the period that she is physically unable to perform the normal duties of her job.
6. An employee shall be permitted to use not more than thirty (30) days of accrued sick leave in any calendar year when required to be in attendance or to provide care, because of the serious illness of the employee's mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, in-law, or step relative in the same relationship; or of any other related person who is residing in the employee's household.

7. Up to thirty (30) days of accumulated sick leave per year may be used when the employee is required to be in attendance or provide care for the employee's spouse, parent(s), child(ren) suffer a "serious health condition" as defined in Article 17 - Leaves of Absence, Section D.1.g. Sick leave granted under this Section may be used to offset unpaid Family Care and Medical Leave granted pursuant to Article 17 - Leaves of Absence.
8. An employee who becomes ill while on vacation shall be permitted to use accrued sick leave if that employee is under the care of a physician and submits a physician's statement but may not use accrued sick leave in the event of illness of a family member.
9. An employee shall be permitted to use not more than five (5) days of accrued sick leave when that employee's attendance is required due to the death of the employee's mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, in-law, or step relative in the same relationship; or of any other related person who is residing in the employee's household. Should additional leave be necessary, the Department Head or designee may authorize the use of vacation, accrued compensatory time off or authorized leave without pay.
10. An employee who has accrued sick leave but who is presently employed less than one-half ($\frac{1}{2}$) time may use accrued sick leave, but not in excess of that employee's present scheduled hours of work for any day.

D. Provisions.

An employee who is transferred, promoted, or demoted from one University position to another University position in which sick leave accrues and can be transferred shall have the sick leave transferred. An employee who is transferred, promoted, or demoted to a position in which sick leave does not accrue or cannot be transferred shall not have accrued sick leave transferred. However, if the employee later transfers to a position in which sick leave accrues, the previously accrued sick leave shall be reinstated.

- E. An employee who is reemployed after a break in service of less than fifteen (15) calendar days shall have all sick leave from prior service reinstated.
- F. An employee who is reemployed after a break of service of fifteen (15) calendar days or more, but less than six (6) months, shall have accrued sick leave from prior service not in excess of eighty (80) hours reinstated.
- G. State of California service is included as University service for the purpose of applying paragraphs E. and F. above.

ARTICLE 14. VACATION

A. Accrual.

1. A full-time employee for a period of six (6) months or more will earn vacation from the date of appointment. An employee must be on pay status for at least one-half (½) of the working hours of a month or quadri-weekly cycle [i.e., two (2) consecutive bi-weekly pay periods] based on the number of hours on pay status for that month or quadri-weekly cycle to earn vacation at the following rates:

Years of Qualifying Service	Per Hour on Pay Status*	Approximate Yearly Earnings**	Maximum Accum. Balance
Less than 10	.057692	15 days	240 hours
10 but less than 15	.069231	18 days	288 hours
15 but less than 20	.080769	21 days	336 hours
20 or more	.092308	24 days	384 hours

* Time on pay status in excess of a full-time employee's work schedule does not earn vacation credit.

** Full-time rate

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.
3. A full-time employee may earn vacation credit to a maximum of two (2) times the employee's annual accumulation rate. A part-time employee shall accrue vacation credit to the same maximum number of hours as a full-time employee with comparable years of service.

B. Eligibility to Earn Vacation.

An employee appointed at fifty percent (50%) or more of full-time for a period of six (6) months or more is eligible to earn vacation from the date of the appointment. An employee who is not eligible to earn vacation by the nature of the appointment becomes eligible to earn vacation after six (6) continuous months in pay status at fifty percent (50%) or more. After such period in pay status he/she shall then be credited with vacation for the six (6) month period.

C. Waiting Period to Take Vacation.

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

- D. An eligible employee who was employed from the State of California service following completion of six (6) months of State service at one-half (½) time or more shall not serve another

waiting period if the change did not involve a break in employment of more than fifteen (15) calendar days.

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

F. Scheduling of Vacation.

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

1. Vacation credit shall not be used prior to the time it is accrued.
2. Upon request, an employee shall be granted vacation before the employee's accrued credit reaches the maximum which the employee can accumulate.
3. An employee shall not be paid vacation for the same period that the employee is working and on pay status in the employee's present position, or any other position paid by University funds.
4. Vacation schedules shall be established on the basis of seniority in an employee's classification and in a shop or work location. Vacation requests may be submitted by an employee in the month of December for vacations to be taken between January 1 and December 31 of the following calendar year. Vacation requests submitted after January 1 shall be reviewed on a "first come, first served" basis. Exceptions to this procedure may be granted to accommodate an employee who wants to make long-term vacation plans.
5. An employee may split his/her vacation time, but preference according to seniority shall only apply to one of the requesting periods for vacation in that calendar year.
6. Occasional unscheduled vacation days may be granted subject to the operational requirements of the University.
7. Emergency vacation days may be granted at the discretion of supervision. The request for emergency vacation shall be requested either orally or in writing through the immediate supervisor, and may be reviewed by a designated University manager. Verification of the emergency may be required, and if required, shall be submitted to the designated University manager prior to payment.
8. Vacation schedules shall be posted in each shop or work location.
9. To use vacation for illness or disability pursuant to Article 17, Leaves of Absence, Section D.2.d, an employee may be required to submit medical certification of inability to work or illness in the family.

G. Transfer of Vacation.

An employee who is transferred, promoted, or demoted from one University position to another University position or funding source in which the employee will accrue vacation credit and can transfer credit shall have vacation credit transferred.

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

ARTICLE 15. WORK-INCURRED INJURY OR ILLNESS

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

B. Use of Accrued Sick Leave and Vacation.

An employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.

- C. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with the full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
- D. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

E. Extended Sick Leave.

1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the basic salary plus any shift differential which the employee would have received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed

twenty-six (26) weeks for any one injury or illness. Effective July 1, 1996, extended sick leave constitutes an advance against permanent disability payments.

2. An eligible employee who does not have sufficient accrued sick leave to cover the three (3) calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payments to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.
3. An employee who elects not to use all sick leave is not eligible for extended sick leave benefits.

F. Supplemental Leave.

An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in sections B. through D. above, is considered on regular pay status, except for completion of the probationary period. Sick leave and vacation earned during this period may be used as soon as they accrue.

G. Extended Sick Leave.

An employee who is receiving temporary disability payments and extended sick leave benefits is considered to be on regular pay status, except for completion of the probationary period. However, sick leave and vacation earned 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 earned during the period the employee received extended leave payment.

H. Leave Without Pay.

An employee on leave without pay and receiving temporary disability payments accrues sick leave and vacation on the same basis as if regularly employed, but such accrual is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such vacation credit.

I. Family Care and Medical Leave.

An employee who is receiving supplemental leave and/or extended sick leave as described above in Sections E.- F. shall have that time counted against the twelve (12) workweek entitlement to family care and medical leave, provided that the employee is entitled to leave pursuant to Article 17, Section D. Family Care and Medical Leave.

J. Separation.

An employee shall not use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay. Any vacation credit remaining on the date of separation shall be paid on a lump-sum basis.

ARTICLE 16. MILITARY LEAVE

A. Eligibility for Pay and Benefits.

1. An employee is entitled to Reserve Training Leave for Inactive Duty, Temporary Military Leave for Active Duty Training, Extended Military Leave, Emergency National Guard Leave and Military Leave for Physical Examinations provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders.
2. An employee granted reserve training leave for inactive duty, temporary military leave for active-duty training or extended military leave is entitled to receive regular University pay of the first thirty (30) calendar days of such leave in any one fiscal year, but not to exceed the actual period of service, provided:
 - a. The employee has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
 - b. such payment for temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one fiscal year.
 - c. **Part-time Employee.** An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.
 - d. **Ineligible Employee.** An employee not eligible for military leave pay may have such absence charged to accrued vacation or accrued compensatory time off, or the military leave may be without pay.
 - e. **Monthly/Weekly Drills.** Paid leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills.
 - f. **Service Credit and Benefits.** An employee on temporary military leave for active-duty training or extended military leave, who is not on pay status shall receive length-of-service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 14 - Vacation, Article 13 - Sick Leave, and Article 12 - Holidays. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws, the employee shall receive regular benefits. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be

continued at the employee's request and expense for a limited period of time as outlined under the University's groups insurance regulations.

B. Reserve Training for Inactive Duty.

Reserve training leave for inactive duty shall be granted to any employee who, as a member of a reserve component of the United States Armed Forces, must perform inactive duty such as weekly or monthly meetings or weekend drills.

C. Temporary Military Leave for Active-Duty Training.

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

D. Extended Military Leave.

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

1. **Period of Leave.** An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the employee requests such extension.
2. **Service Credit and Benefits.** An employee granted extended military leave shall receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time off. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed one hundred eighty (180) days. Vacation credits retained on the records in excess of one hundred eighty (180) days shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred in the previous one hundred eighty (180) day period.
3. Sick leave credit shall be retained on the records.
4. **Probationary Employee.**

An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.

 - a. If the probationary employee served in active military service for a period of more than thirty (30) days up to one hundred eighty (180) days, he/she shall not be separated from

employment by management action except for cause for six (6) months from the date of reinstatement.

- b. If the probationary employee service in active military service for a period in excess of one hundred eighty (180) days, he/she shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

E. Emergency National Guard Leave.

Military leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active Federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in Section D.

1. **Eligibility for Pay.** An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (1) fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for reserve training leave, temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.
2. **Benefits.** An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length-of-service credit, provided that the employee returns to University service immediately after the emergency service is over. Such employee shall accrue vacation and sick leave and receive holiday pay in accordance with Article 14 - Vacation, Article 13 - Sick Leave, and Article 12 - Holidays.

F. Physical Examination.

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

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

G. Reinstatement.

Following release from military service, an employee shall have such right to return, and only such right, as may be required by State and Federal law in effect at the time the employee applies for reinstatement. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's positions during the military leave as provided by the Agreement.

H. Military Caregiver Leave.

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

1. **Eligibility Criteria and Duration.** An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single twelve (12) month leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for Family Care and Medical Leave set forth in Article 17, Section D.

2. Definitions.

- a. A "covered servicemember" means (a) a current member of the regular Armed Forces (including a member of the Reserves; a member of the National Guard; or a member of the Armed Forces, the National Guard, or the Reserves who is on the temporary disability retired list) who has a "serious injury or illness" incurred or aggravated in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list or (b) a veteran of the Armed Forces (including the National Guard or the Reserves), provided that the veteran is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness" that was incurred or aggravated in the line of duty on active duty within five (5) years of the date on which the veteran left the Armed Services.
- b. "Outpatient status" means the status of a 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.
- c. "Serious injury or illness" means an injury or illness (a) incurred or aggravated by the covered servicemember in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating or (b) of a veteran of the Armed Forces (including the National Guard and the Reserves), provided that the veteran's injury or illness was incurred or aggravated in the line of duty on active duty and that the medical treatment, recuperation, or therapy that the veteran is receiving for that injury or illness is occurring within five (5) years of the date the veteran left the Armed Forces.

- d. “Parent of a covered servicemember” means a covered servicemember's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered servicemember. The term does not include parents “in law.”
- e. “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, and who is of any age.
- f. “Next of kin” means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the person who the covered servicemember has designated in writing as his or her nearest blood relative for purposes of Military Caregiver Leave.
- g. “Single twelve (12) month leave period” means the period beginning on the first day the employee takes leave to care for the covered servicemember 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.)

3. Leave Entitlement.

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

4. Documentation and Certification.

Employees may be required to provide a certification completed by an authorized health care provider of the covered servicemember that provides information necessary to establish entitlement to Military Caregiver Leave. In addition, employees may be required to provide certain information (or have the covered servicemember provide that information) including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave, his or her relationship with the employee, and an estimate of

the leave needed to provide the care. The employee may also be required to provide confirmation of a covered family relationship between the employee and the servicemember.

5. Use of Accrued Paid Leave.

Military Caregiver Leave is unpaid leave, except an employee may use sick leave in accordance with Article 13 – Sick Leave and shall use accrued vacation time prior to taking leave without pay. An employee may elect to use accrued vacation time before taking leave without pay. If the employee’s vacation leave accrual is at maximum, the employee will be required to use at least ten percent (10%) of the vacation leave credit prior to taking leave without pay.

6. Advance Notice.

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

7. Reinstatement.

Reinstatement shall be to the same position or, at the Department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 20 – Layoff and Reduction in Time.

8. Continuation of Health Benefits.

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

I. Qualifying Exigency Leave.

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

1. Definitions.

- a. “Covered military member” is an individual who is on “active duty or call to active duty status” and is either (a) a member of a regular component of the Armed Forces who is

deployed to or returning from a foreign country due to service with the Armed Forces, (b) a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, or Coast Guard Reserve), or (c) a retired member of the regular Armed Forces or the Reserves.

- b. “Parent of a covered military member” means a covered military member’s biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered military member. The term does not include parents “in law.”
- c. “Son or daughter of a covered military member” means a covered military member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered military member stood in loco parentis, and who is of any age.
- d. “Active duty or call to active duty status” means duty under a call or order to active duty (or notification of an impending call or order to active duty) in the Armed Forces.
- e. “Qualifying Exigency” is defined as any one of the following, provided that the activity relates to the covered military member’s active duty or call to active duty status:
 - 1) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven or fewer calendar days prior to the date of deployment;
 - 2) Military events and activities, including official ceremonies;
 - 3) Childcare and school activities for a child of the covered military member who is either under age 18 or incapable of self-care;
 - 4) Financial and legal arrangements to address the covered military member’s absence or to act as the covered military member’s representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status and for the ninety (90) days after the termination of the covered military member’s active duty status;
 - 5) Counseling (provided by someone other than a health care provider) for the employee, for the covered military member, or for the child of the covered military member who is either under age 18 or incapable of self-care;
 - 6) Rest and recuperation [up to five (5) days of leave for each instance] to spend time with the covered military member who is on short-term, temporary rest and recuperation leave during deployment;
 - 7) Post-deployment activities to attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the covered military member’s

active duty and to address issues that arise from the death of the covered military member while on active duty status; and

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

2. Eligibility.

An employee who is the spouse, domestic partner, son, daughter, or parent of a covered military member is eligible for Qualifying Exigency Leave if the employee meets the eligibility requirements for Family Care and Medical Leave set forth in Article 17, Section D.

3. Leave Entitlement.

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

4. Documentation and Certification.

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

5. Use of Accrued Paid Leave.

Qualified Exigency Leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.

6. Notice.

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

7. Reinstatement.

Reinstatement shall be to the same position or, at the Department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 20 – Layoff and Reduction in Time.

8. Continuation of Health Benefits.

An employee on an approved Qualified Exigency Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in a calendar year.

J. Military Spouse/Domestic Partner Leave.

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

1. Eligibility.

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

- a. Be a spouse or domestic partner of a “qualified member” (defined below);
- b. Perform services for the University for an average of twenty (20) or more hours per week;
- c. Provide the University with notice, within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, of the employee’s intention to take the leave; and
- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.

2. Definitions.

“Qualified member” means a person who is any of the following:

- a. 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
 - b. A member of the National Guard who has been deployed during a period of military conflict, or
 - c. A member of the Reserves who has been deployed during a period of military conflict.
3. “Period of military conflict” means either of the following: (a) A period of war declared by the United States Congress, or (b) A period of deployment for which a member of a reserve

component is ordered to activity duty, as defined in Military & Veterans Code section 395.10.

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

ARTICLE 17. LEAVES OF ABSENCE

A. General Provisions.

Leaves of absence, with or without pay, may be approved by the University in accordance with the provisions of this Article; Section B. Personal Leave, Section C. Pregnancy Disability Leave, Section D. Family Care and Medical Leave, and Section E. Work-Incurred Disability Leave.

1. **Recording of Leaves.** Each approved leave of absence shall be reported by submission of the appropriate payroll/personnel form. A copy of such form will be provided to the employee in person or mailed to the employee's last known home address. An absence is not considered an approved leave for purposes of University benefits unless this form is submitted.
2. **Benefit Eligibility.**
 - a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 2.b. below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.
 - b. Employee benefit plan coverage during an approved leave of absence for reasons of family and/or medical leave will be continued in accordance with the provisions of Section C. Pregnancy Disability Leave and Section D. Family Care and Medical Leave.
 - c. Except as provided in Section D., an eligible employee on approved leave without pay may elect to continue University sponsored benefit plans for the period of leave by remitting to the University the entire premium amount when due for the period of approved leave.
3. Periods on leave in a without-loss-of-straight time pay status shall be considered time worked.
4. **Reinstatement.** Except as provided in Section C. Pregnancy Disability Leave, and Section D. Family Care and Medical Leave, an employee who has been granted an approved leave without pay shall be reinstated to the same or similar position in the same department/division when the duration of such leave is six (6) calendar months or less, or twelve (12) months, if extended. If the position has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have

been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

B. Personal Leave.

A career employee may be granted a personal leave of absence without pay for the employee's convenience, subject to the operational needs and requirements of the University.

1. Such leave will not normally exceed six (6) calendar months and may be granted for such reasons as extended illness, education which will directly increase job effectiveness, or in addition to Pregnancy Disability Leave as provided in Section C.
2. In special situations temporary employment outside of the University may be approved as a personal leave provided that the outside work is in the interest of public service and/or will be beneficial to the University upon the employee's return.
3. At the sole discretion of the Department Head, a personal leave may be extended for a total leave of not more than twelve (12) months.

C. Pregnancy Disability Leave.

1. A pregnant employee is eligible for and shall, upon request, be granted a leave of absence for up to four (4) months for pregnancy related disabilities. Pregnancy Disability Leave may consist of leave with or without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. The employee may elect to use accrued vacation leave prior to taking leave without pay.

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

At the request of the employee and with the recommendation of the employee's health care provider, the University will transfer the employee to a less strenuous or hazardous position. Additionally, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's disability. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Such temporary transfer shall not be subject to Article 24 - Grievance Procedure, or Article 25 - Arbitration Procedure. If an employee who is disabled because of pregnancy or related medical conditions is not released to work following the expiration of the four (4) month Pregnancy Disability Leave, such employee may be granted a personal leave pursuant to Section B.1., provided that the combined Pregnancy Disability Leave and Personal Leave do not exceed six (6) months, or twelve (12) months if extended. In addition an eligible employee may be granted leave to care for a newborn child under Section D. Family Care

and Medical Leave (or if not eligible, may request personal leave) provided the combined Pregnancy Disability Leave and Family Care Leave do not exceed seven (7) months.

2. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act, such leave, up to twelve (12) workweeks, shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, an employee, if eligible, shall also be entitled to up to twelve (12) workweeks of state Family Care and Medical Leave for any covered reason except leave for pregnancy or a pregnancy-related medical condition, provided the employee has not previously taken some FMLA/CFRA leave in the leave year.
3. An employee who has been granted a temporary transfer and/or Pregnancy Disability Leave shall be reinstated to the same job 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 similar job. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

D. Family Care and Medical Leave.

Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition. Employees who have at least one (1) year of University service, and have one thousand two hundred fifty (1,250) hours of actual service ("actual service" means time actually worked and does not include any paid time off including, but not limited to, an employee's use of accrued vacation, compensatory time, or sick leave) during the leave year immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of twelve (12) workweeks Family Care and Medical Leave in any leave year, except as provided in this Article. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation, and compensatory time, and leave of absence without pay in accordance with Section D.2.d. Family Care and Medical Leave shall not exceed twelve (12) workweeks in any twelve (12) month period. If the employee has exhausted his/her entitlement to Family Care and Medical Leave, he/she may also apply for an extension pursuant to Section B. Personal Leave. For employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the one thousand two hundred fifty (1,250) actual hours of work requirement.

1. Definitions.

- a. Parental Leave is leave to care for a new born or a child placed for adoption or foster care. The total of Pregnancy Disability Leave and Parental Leave when taken in conjunction shall not exceed seven (7) months.

- b. Family Illness Leave is leave to care for the employee's child, parent, spouse or domestic partner with a serious health condition.
- c. Medical Leave is leave granted for the employee's own serious health condition that makes the employee unable to perform the essential assigned functions of the employee's position.
- d. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child.
- e. Parent means a biological, foster, or adoptive parent, a stepparent, legal guardian or an individual who stands or 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.
- f. An employee's own serious health condition is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves the following:
 - 1) inpatient care in a hospital, hospice, or residential medical care facility, or
 - 2) continuing treatment by a health care provider for:
 - a) a period of incapacity of more than three (3) consecutive calendar days, or
 - b) any period of incapacity or treatment due to a chronic serious health condition, or
 - c) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- g. A serious health condition for the purposes of family illness leave is an illness, injury, impairment, or physical or mental condition, as described in f. above, which warrants the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort.
- h. Health Care Provider means an individual who is licensed in California to hold either a physician's certificate, osteopathic physician's certificate, surgeon's certificate, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), or nurse mid-wife performing within the scope of her/his duties, Christian Science practitioners, any individual duly licensed to practice medicine in another state or jurisdiction, or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

2. General Provisions.

a. Requests for Leave.

- 1) If the employee learns of the event giving rise to the need for leave more than thirty (30) days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for the leave, and, at a minimum, thirty (30) days prior to the commencement of the leave, if practicable.
- 2) If the employee learns of the event giving rise to the need for leave less than thirty (30) in advance, the employee shall provide the University with as much notice as practicable, and at a minimum, with such notice within five (5) working days after learning of the event.
- 3) An employee who fails to give thirty (30) days' notice for a foreseeable leave with no reasonable basis for delay, may have his/her family and/or medical leave denied until thirty (30) days after the date on which the employee provides notice.
- 4) The employee shall make reasonable efforts to schedule leaves so as to avoid disruption to the University's operations.
- 5) The University shall determine whether the employee is eligible and qualifies for a FMLA leave and shall notify the employee, in writing, when the leave is designated or provisionally designated as FMLA leave. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of twelve (12) workweeks in the leave year may be granted in accordance with this Section.

b. Time Periods.

- 1) Family Care and Medical Leave shall not exceed twelve (12) workweeks in any twelve (12) month period and the leave year shall commence on the date the employee first takes leave. For employees who work less than full-time but on alternative work schedules, the number of working days shall be adjusted on a pro rata basis. In the event University policy and/or applicable State or Federal law result in a different date of commencement for this twelve (12) month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University staff employees.
- 2) Parental Leave shall be initiated and concluded within one (1) year of the birth, adoption, or placement for adoption or foster care, and shall be taken in accordance with applicable State and Federal regulations. The University shall grant Parental Leave of at least one (1) day but less than two (2) weeks duration on any two (2) occasions during any twelve (12) month period. The University at its discretion may require that any additional leaves requested during this same period be for a minimum duration of two (2) weeks, unless otherwise required by law.

- 3) When medically necessary, and supported by medical certification, the University shall grant an employee Family Illness and/or Medical Leave on a reduced work schedule or an intermittent basis, including absences of less than one (1) day. Only the time actually spent on intermittent or reduced leave schedule shall be counted towards the employee's entitlement of twelve (12) workweeks in a twelve (12) month period.
- 4) Where the employee requests an intermittent leave or a leave on a reduced schedule for a planned medical treatment, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Such temporary transfer shall not be subject to Article 24 Grievance Procedure or Article 25 Arbitration Procedure.
- 5) The date of return is determined when the leave is granted. Extensions, if any, may be granted in accordance with this Article. Under the provisions of Section B. Personal Leave, and Section C. Pregnancy Disability Leave, other leaves may be granted by the University.

c. Certification.

- 1) When leave is requested for the employee's own serious health condition or to care for the employee's seriously ill family member, the University may, at its discretion, require, in writing, that an employee's request for Family Illness or Medical Leave be supported by a written certification issued to the University by the health care provider of the individual requiring care. When certification is required by the University, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, in any format, in addition to certifying the employee has a serious health condition, include:
 - a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position, including a statement of the function(s) the employee is unable to perform, and
 - the date on which the employee's serious health condition began, if known, and the probable duration of the condition and the probable date of return.
 - whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration and timing of such schedule, and
 - if the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.

If Family Illness or Medical Leave is requested for the employee's family member, written certification must be provided by the employee and must include a statement that the family member's serious health condition warrants the participation of the employee to provide care, whether the family member will need care intermittently or on a reduced leave schedule, and the probable duration of the leave. In addition, the employee may be required to certify either on the form separately the care he/she will provide the family member and the estimated duration of the period of care.

- 2) Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions and the third opinion shall be final.
- 3) If additional leave is requested upon expiration of the leave granted, the University may, at its discretion, require the employee to obtain recertification. Such requests for subsequent certification may be either verbal or in writing.
- 4) If certification or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period, may result in the denial of continuation of leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given fifteen (15) calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the denial of the leave or denial of the continuation of the leave. If the employee fails to provide the required certification (recertification) and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.
- 5) An employee who has been granted a Medical Leave for reasons other than pregnancy related/childbearing disability, shall be returned to the same or an equivalent position when the employee has been medically released to perform any or all of the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the denial of reinstatement until after the employee submits the required medical release.

d. Use of Accrued Paid Leave.

- 1) An employee may elect to use accrued vacation time before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay. Pursuant to Article 13 Sick Leave, Section C.6., up to thirty (30) days of accrued sick leave per year may be used for Family Illness Leave granted under this section if used to care for the employee's parent, spouse, or child with a serious health condition as defined in this Article.
- 2) An employee on approved Parental Leave may elect to use accrued vacation time or sick leave before taking leave without pay. If the employee's vacation accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.
- 3) An employee on leave for his or her own serious health shall use accrued sick leave in accordance with the University's disability plan or as provided for under Article 15 - Work-Incurred Injury or Illness. Employees not eligible for University disability benefits and who are not on leave due to a work-incurred injury shall use all accrued sick leave prior to taking medical leave without pay. An employee may elect to use accrued vacation time before taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten percent (10%) of the vacation leave credit prior to taking leave without pay.

e. Parental Leave is a form of Family Care and Medical Leave to care for the employee's newborn or a child placed with the employee for adoption or foster care and shall be initiated and concluded within one (1) year of the birth or placement of the child. The University will grant a Parental Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for leave under the Family and Medical Leave Act (FMLA) /California Family Rights Act (CFRA) at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave for up to twelve (12) workweeks provided that the employee has not exhausted her FMLA/CFRA leave entitlement for that leave year.

- 1) **Requests for Parental Leave.** The employee shall request Parental Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the employee. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with a FMLA leave on account of the pregnancy/childbearing disability, shall be set at the time such FMLA leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of placement.

- 2) **Duration.** When Parental Leave is combined with a leave for pregnancy-related and /or pregnancy disability, the total Family Care/Parental Leave shall not exceed seven (7) months in the leave year.
- 3) The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during the leave year. The University, at its discretion, may require that any additional leaves requested during this same time period be for a minimum duration of two (2) weeks.

f. Continuation of Health Benefits.

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

g. Deferral or Denial of Family Care and Medical Leave.

- 1) An employee who fails to give thirty (30) days' notice for a foreseeable leave in accordance with Section D.2.a.3), with no reasonable basis for the delay, may have his/her Family Care and/or Medical Leave denied until thirty (30) days after the date on which the employee provides notice.
- 2) An employee who fails to provide certification or recertification as required in Section D.2.c.4), may have his/her request for leave denied or deferred until the requested certification is provided.
- 3) An employee who fails to provide a required medical release certification to return to work in accordance with Section D.2.c.5), may have his/her reinstatement denied until a medical release is provided.

h. Review of Denials or Deferrals of Leave Requests.

If an employee's request for Family and/or Medical Leave is denied, deferred or otherwise provided for short of the employee's initial request, such University action may, upon the employee's written request, be reviewed in accordance with Article 23 - Complaint Procedure. Neither the University's action in granting or not granting a Family Care and/or Medical Leave nor the results of such review shall be subject to Article 24 - Grievance Procedure or Article 25 - Arbitration Procedure of this Agreement.

i. Reinstatement.

An employee granted Family Care and/or Medical Leave shall be reinstated to the same or an equivalent position upon return from the leave. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. No employee will be granted a leave of absence beyond his/her appointment ending date. No employee granted Family and/or Medical Leave is entitled to reinstatement to his/her position if the employee's casual appointment end date occurs before the scheduled return date.

E. Work-Incurred Disability Leave.

An employee who is off pay status and receiving temporary disability payments under the Workers' Compensation Act may be granted, at the discretion of the Department Head, a leave without pay for all or part of the period during which such temporary disability payments are received.

1. An employee who is also eligible for Family Care and Medical Leave shall be granted leave pursuant to Section D. above. An employee who is granted work-incurred disability leave shall have that counted against the twelve (12) workweek entitlement to family and medical leave, provided that the employee is entitled to Family Care and Medical Leave.
2. An employee who has been granted a work-incurred disability leave that runs concurrently with Family Care and Medical Leave shall be reinstated in accordance with Section D.2.i., provided that the employee returns to work immediately following termination of the Family Care and Medical Leave. All other employees who would have been granted a work-incurred disability leave shall be reinstated in accordance with Section A.4.

Any leave without pay which is granted shall not extend beyond a predetermined date of separation.

ARTICLE 18. JURY DUTY/WITNESS PAY

A. Jury Duty.

1. An employee shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the employee's scheduled number of hours of work.
2. During the time a full-time employee is responsible to the court for jury duty, the University will convert the employee's usual work shift to a regular five (5) day, Monday through Friday, day shift basis.

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

B. Witness Pay.

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

ARTICLE 19. DISCIPLINE AND DISMISSAL

A. Definitions.

1. **Discipline.** Discipline occurs when any of the following actions are taken with respect to any employee: counseling memo, written warning, suspension, demotion.
2. **Dismissal.** A dismissal is the termination of the employment of a non-probationary career employee initiated by the University for any of the reasons set forth in this Article.
3. **Demotion.** A demotion is the assignment of an employee from his or her current position to another position in a class having a lower salary maximum, or to another position at a lower rate of pay, when such assignment is made for disciplinary reasons.

B. Grounds.

Discipline and Dismissal. A non-probationary career employee may be disciplined or dismissed for cause, including, but not limited to, the following:

Violations of this Agreement; abuse of leave provision; substance abuse; dishonesty or theft; violation of University rules; unauthorized absences; absenteeism; tardiness; insubordination or other misconduct; unsatisfactory performance or inability to perform the requirements of his/her job.

C. Notice of Intent.

1. **When required.** The University may discipline without prior notice of intent by counseling memo, written warning, or suspension without pay for five (5) working days or less. The

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

2. Issuance and Content.

a. **Issuance.** Written notice of intent to suspend for more than five (5) working days without pay, demote, or discharge shall be given to the affected employee, either by delivery of the notice to the employee in person, or by placing the Notice of Intent in the United States mail, first class, postage paid, in an envelope addressed to the employee at the employee's last known home address. Such personal delivery or mailing shall be conclusively presumed to provide actual notice to the affected employee. It shall be the responsibility of the employee to inform the University in writing of his current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address." Whether delivery is made in person or by mail, the Notice of Intent shall be accompanied by "Proof of Service", indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the "date of issuance" of a Notice of Intent. Concurrent with the Notice of Intent to the employee, a separate notice will be mailed to the Union.

b. **Contents.** The notice shall:

- 1) Inform the employee of the disciplinary action(s) intended, the reason(s) for such action(s), and the effective date of the action(s);
- 2) Include, if appropriate, illustrative materials;
- 3) Inform the employee of the right to respond, either orally or in writing, the person to whom any response must be directed, and the fact that such response must be received by said person within ten (10) calendar days of the date of issuance of the notice; and,
- 4) Inform the employee of his/her right to representation.

D. Response to Notice.

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

E. Investigatory Leave.

The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the employee immediately from all work duties. If, upon conclusion of the investigation, neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the leave. Although an investigatory leave may exceed fifteen (15) working days, if a suspension without pay is determined to be the appropriate discipline, a maximum of fifteen (15) working days of the investigatory leave period may be applied to such suspension without pay. If discharge is determined by the University to be appropriate, the entire investigatory leave period shall be without pay.

F. Written Warning.

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

G. Job Abandonment.

If an employee fails to notify the University of his/her absence, such an absence will be deemed to be unauthorized. If such an absence lasts five (5) consecutive, assigned work days or more, the employee shall be considered to have voluntarily terminated. In such cases the University shall provide the employee with written notification of its intent to separate him/her. The employee shall be entitled to respond, either orally or in writing, within ten (10) calendar days of the date of issuance of the notice.

H. Removal of Warning Letters and Counseling Memos.

Upon receipt of a written request from the employee, warning letters and counseling memos shall be removed from the personnel files after eighteen (18) months from the date of issuance, during which time there has been no further discipline. If there has been no further discipline for an eighteen (18) month period materials which would have been removed upon an employee's request which are more than eighteen (18) months old will not be used to take disciplinary action.

I. Relation to Grievance Procedure Exclusion.

Counseling memos and release of probationary and limited appointment employees, and decisions to release employees for job abandonment are not subject to the Grievance or Arbitration provisions of this Agreement. Written warnings, unless used as a basis for subsequent disciplinary suspension, demotion, or discharge, are not subject to the Arbitration Article of this Agreement.

ARTICLE 20. LAYOFF AND REDUCTION IN TIME

This Article covers indefinite layoff and reduction in time, temporary layoff and reduction in time, and transfer of an employee to a limited appointment resulting in the elimination of a career position.

Responsibility.

The University shall determine when indefinite or temporary layoffs and indefinite or temporary reductions in time are necessary due to lack of work or lack of funds. The University shall attempt to minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited appointments within the department. When a vacancy exists within the unit in an active career position in other classes in the department which are at the same salary level (as determined by the salary range maximum) as the employee's current position, the Department Head shall reassign an employee scheduled for indefinite layoff to that position, provided that the University determines that the employee is qualified to perform the duties of that position.

In the event the University determines that a layoff is imminent within the unit, it shall give the Union such advance notice as is reasonable under the circumstances. The campus will upon receipt of a timely written request from the Union, meet to discuss the layoff.

A. Temporary Layoff and Temporary Reduction in Time.

1. Whenever a layoff or reduction in time from a career position is temporary for a specified period of less than four (4) calendar months, the provisions of Sections C.1 through D.3 below shall not apply.
2. An employee shall be given written notice of the effective date and the ending date of a temporary layoff or reduction in time. Whenever possible, the notice shall be given at least fifteen (15) calendar days prior to the effective date.
3. If an indefinite layoff or indefinite reduction in time should occur during a temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time shall be applied.

B. Indefinite Layoff and Indefinite Reduction in Time.

1. Indefinite layoff and reduction in time is effected by department and by class (title code) and craft, (e.g., Lead Carpenter, Carpenter, Electrician, Locksmith, Lead Painter, Painter). The order of indefinite layoff and reduction in time of employees in the same class and craft shall be in inverse order of seniority, except that the Department Head may retain employees irrespective of seniority, who possess skills, knowledge, or abilities which are not possessed by other employees in the same class and craft, and which are necessary to perform the ongoing functions of the department. Such exceptions shall be documented in writing.

2. **Seniority.** Seniority shall be calculated by full-time equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. A break in service is any separation from employment status. In addition, a break in service occurs, effective the last day on pay status, whether or not a separation form is submitted, when an employee is off pay status for four (4) complete, consecutive calendar months without an approved leave without pay, furlough, or temporary layoff. A return to pay status from an approved leave without pay, furlough, temporary layoff, during a period of right to recall and preference for reemployment, or on the next working day following a separation is not a break in service. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be laid off first.
3. **Notice.** An employee will receive at least thirty (30) calendar days advance written notice prior to indefinite layoff or indefinite reduction in time, whenever feasible. If less than thirty (30) calendar days' notice is granted, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days' notice.

In the event of a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a non-probationary career employee shall be informed of the procedures for recall and preferential rehire.

C. **Reemployment from Indefinite Layoff.**

1. **Right to Recall to Layoff Department.** A non-probationary career employee who is separated because of an indefinite layoff or whose time is reduced because of an indefinite reduction in time shall be recalled in order of seniority into any active and vacant career position for which the employee is qualified when the position is in the same class, and craft, and at the same time or lesser percentage of time as the position held by the employee at the time of layoff. Right to recall is not extended to an employee who has not completed the probationary period. Employees who are eligible for recall shall retain recall eligibility for three (3) years from the effective date of layoff.
2. **Preference for Reemployment or Transfer in Layoff Department.**
A non-probationary career employee who is separated or whose time is reduced because of indefinite layoff or indefinite reduction in time, or who has received written notice of indefinite layoff or indefinite reduction in time within the two (2) calendar months prior to the layoff date shall be granted preference within the UCR Skilled Crafts Unit for reemployment or transfer to any active or vacant career position for which the employee is qualified when the position is:
 - a. at the same salary level or lower (as determined by the salary range maximum), and
 - b. at the same or lesser percentage of time as the position held by the employee at the time of layoff.

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

3. The Department Head may reject a non-probationary career employee with preference for reemployment or transfer only if the employee lacks qualifications required of the position. Reasons for non-selection shall be provided by the department head in writing to the employee with a copy to the Union.
4. **Duration of Right to Recall and Preference for Reemployment.**
A non-probationary career employee with less than five (5) years of seniority shall have preference for reemployment for one (1) year from date of layoff.
5. An employee with at least five (5) but less than ten (10) years of seniority shall have preference for reemployment for two (2) years from date of layoff.
6. An employee with ten (10) years or more of seniority shall have preference for reemployment for three (3) years from the date of layoff.
7. An employee may be required to respond affirmatively to periodic inquiries as to the desire to continue the right to recall and preference for reemployment in order to continue that right and preference beyond one year.
8. Right to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in limited positions.
9. **Termination of Right to Recall and Preference.**
Right to recall and preference for reemployment terminate if an employee:
 - a. refuses an offer to return, at the same or greater percentage of time, to the class from which laid off;
 - b. accepts a career position at the same or higher salary level and the same or greater percentage of time as the position held by the employee at the time of layoff; or
 - c. refuses two (2) offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff.
10. In addition preference for reemployment terminates if an employee accepts any career position.
11. Right to recall and preference for reemployment are suspended when an employee does not respond to written notice of an employment opportunity. However, upon written request of the employee and approval of Human Resources, both recall and preference may be reinstated.

12. **Service Upon Reemployment.**

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

D. **Severance Pay.**

A regular status employee who has been laid off indefinitely or whose time has been reduced indefinitely shall have the option of severance pay in lieu of preference for reemployment and the right to recall. When an employee elects severance pay in lieu of preference for reemployment and the right to recall, the following guidelines apply:

1. **Payment Schedule.** An employee who elects severance pay in lieu of preference for reemployment and the right to recall shall be paid a lump sum amount of one (1) week [five (5) workdays] of salary for each full year of service from the most recent break in service, up to a maximum of sixteen (16) weeks of base pay.
2. An employee whose time has been reduced indefinitely and who elects severance pay in lieu of preference for reemployment and the right to recall shall receive severance pay for the percent of time reduced in accordance with the payment schedule above.
3. **Repayment.** An employee who has received severance pay under this policy and who returns to work in a career position with the University at the same or higher salary and at the same percentage of time as the position held at the time of layoff shall repay to the University any portion of severance pay received that is in excess of the time the employee was on layoff status.

E. **Other Provisions.**

1. **Effect on Benefits.** An employee on indefinite or temporary layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the employee's payment of full premiums.
2. The University's contribution to the cost of a University sponsored health plan will be provided for an employee on temporary layoff or reduction in time for a maximum of three (3) months in a calendar year where the employee's earnings are insufficient to otherwise generate the University's contribution.
3. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff.

ARTICLE 21. SUBCONTRACTING

- A. Management reserves the right to subcontract unit work, including the right to continue subcontracting that work which has been subcontracted in the past.

- B. Upon written request by the Union, the University shall provide to the Union a summary of subcontracted construction projects. The summary will include the following information: Duration of the Mini Form Contract, location of the work, contractor name and cost of the work. Mini Form, including Open Mini Form, subcontracted work is that work which is less than fifty thousand dollars (\$50,000) in total, or that painting work which is less than twenty-five thousand dollars (\$25,000) in total.
- C. The University agrees to notify the Union, at least thirty (30) calendar days in advance of its intent to subcontract any unit work which would result in the layoff of unit employees, and shall meet and confer upon request regarding the subcontracting of such unit work. If agreement is not reached, the University may implement its decision.

ARTICLE 22. UNIT WORK

Supervisors and non-unit employees will not normally perform work of unit employees. However, management reserves the right to occasionally assign supervisors or non-unit employees to perform unit work, at the University's discretion, when there are compelling circumstances.

ARTICLE 23. COMPLAINT PROCEDURE

A. A complaint is a dispute of one or more employees involving the interpretation or application of a written rule or policy not set forth in this Agreement, or a dispute involving an issue which is otherwise excluded from the Grievance or Arbitration Procedures of this Agreement.

B. Procedure.

1. As soon as practicable, the employee(s) shall discuss the complaint with his/her immediate supervisor to attempt to resolve the matter.
2. If the complaint is not resolved through informal discussion with the immediate supervisor, the employee(s) may request a review of the complaint by the Department Head or his/her designee.
3. If the complaint is not resolved by the Department Head, the employee(s) may request a review by the Director of Employee & Labor Relations (or designee), within fourteen (14) calendar days of the Department Head's decision. If a meeting is held, the complainant(s) may be represented by a full-time Business Representative and/or steward of the Union.

C. Limitations.

Disputes arising from this Article, including complaints filed under this Article, shall not be subject to the Grievance or Arbitration procedures of this Agreement.

ARTICLE 24. GRIEVANCE PROCEDURE

A. Definition, Eligibility, Consolidation, and Representation.

1. **Definition.** A grievance is a claim that the University has violated a written provision(s) of this Agreement during the term of this Agreement.
2. **Eligibility.** A grievance may be brought to the attention of the University through this procedure by an individual employee or by the Union. A grievance may not be brought through this procedure by the University.
3. **Consolidation.** Grievances brought by, or related to, two (2) or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may upon mutual agreement of the University and the Union be consolidated for the purposes of this procedure; provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances.
4. **Representation.** An employee shall have the right to be represented at all steps of the Grievance Procedure by one person of the employee's choice other than a University employee who has been designated by the University as supervisory, managerial or confidential. If the employee chooses to be represented by the Union, the steward and/or the Business Representative shall have the right to be present at all steps of the Grievance Procedure.

B. Procedure.

1. **Informal Review. Step 1.** As soon as practicable, the employee shall discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter before a formal written grievance is filed. Informal resolution, although final, shall not be precedent setting. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

Attempts at informal resolution do not extend time limits unless an extension is mutually agreed to in writing by the Campus Director of Employee & Labor Relations and the employee or his/her representative.

2. **Department Review. Step 2.** A formal grievance must be filed in writing on a grievance form provided by the University. The form must be submitted to Employee & Labor Relations, 1223 University Avenue, Suite 208, Riverside, CA 92521, or via email to grievances@ucr.edu within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first. A grievance is considered "filed" on the date it is personally delivered or the date it is emailed. Formal grievances must set forth:

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

The Department Head or official designee shall review the grievance and, at his/her discretion, meet with the employee(s) and his/her representative, to discuss the grievance. Within ten (10) calendar days after receipt of the grievance, a written response will be issued to the employee(s) with a copy to his/her representative. If the Department's response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 3.

3. **Campus Review. Step 3.** If the grievance is not resolved at Step 2, an appeal may be submitted in writing by the employee(s) or his/her representative to the Campus Director of Employee & Labor Relations at Employee & Labor Relations, 1223 University Avenue, Suite 208, Riverside, CA 92521, or via email to grievances@ucr.edu. The written appeal must be received by the Campus Director of Employee & Labor Relations within ten (10) calendar days of the date on which the written response to Step 2 was issued or due.

Within ten (10) calendar days of the receipt of the Step 3 appeal, the Campus Director of Employee & Labor Relations or designee shall schedule a meeting to discuss the grievance. During the meeting the employee(s) and/or his/her representative shall present all evidence and contentions relevant to the grievance.

The designated University official shall issue a written decision within ten (10) calendar days following the date of the close of the campus review. The decision shall be sent to the employee(s) and his/her representative. A copy of the decision shall be sent by Certified Mail to the Union.

The Union may appeal the grievance to arbitration pursuant to Article 25 - Arbitration Procedure, within thirty (30) calendar days of the date on which the decision was received by the Union.

4. **Emailed grievances and appeals.**

- a. Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions of this Agreement.
- b. The 'date of filing' for emailed grievances and appeals shall be the date received on the University server, provided that the grievance or appeal is received during business hours. If a grievance or appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the grievance or appeal.

5. **Waiver.** The Campus Director of Employee & Labor Relations and the Union Business Representative may mutually agree in writing to waive any and all steps of the Grievance Procedure. Such written agreement must be executed in advance of the expiration of the specific applicable time limits.

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

7. **Pay Status.** Whenever the University and the Union convene a meeting to mutually resolve grievances during the scheduled work time of an employee who is a grievant or a representative, upon advance request, reasonable release time shall be granted to the employee(s) involved. Employee time spent at these meetings shall be considered as time worked. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses at such meetings shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings. Time spent in preparation of a grievance shall not be on pay status. Per advance request, a reasonable amount of time spent during scheduled work hours in investigation of a grievance prior to formal filing shall be granted on pay status.

C. **Resolution.**

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

ARTICLE 25. ARBITRATION PROCEDURE

A. Request for Arbitration.

A request for arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure. The request for arbitration must be received by the University Director of Employee & Labor Relations within thirty (30) calendar days of the receipt of the campus grievance decision by the Union from the designated University official. Proof of service must accompany these mailings.

B. Selection of Arbitrators.

Within ten (10) calendar days from receipt from the Union of its decision to request arbitration, the parties shall meet to select an arbitrator. Should the parties fail to select a mutually agreeable arbitrator within seven (7) calendar days of their first meeting, the parties shall request a list of seven (7) names from the American Arbitration Association. Upon receipt of the A.A.A. list, the parties shall meet and each shall eliminate the name of three (3) arbitrators from the list of seven (7) and the remaining person shall be the arbitrator. The party which wins the toss of a coin shall begin the striking of names.

C. Arbitration Procedure.

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

The arbitrator shall be limited to interpreting the written provisions of the Agreement regarding the issues submitted and shall have no power to add to, delete from, or otherwise alter the terms of the Agreement. The arbitrator shall have no jurisdiction to decide a grievance which was not received by the University within the time limits set forth in Article 24, Sections B.2 and B.3. The arbitrator shall not have jurisdiction to decide issues not specifically identified on the initial grievance form filed by the Union.

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

D. Decision and Remedy.

1. If the grievance is sustained in whole or part, and subject to the limitations set forth in Section D.2. below, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and benefits received from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing, unless the parties agree in writing to an extension of time.
2. The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursement for:
 - a. any period of time during which an extension of time limits has been granted by the University at the request of the Union; or
 - b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Union; or
 - c. any period of time greater than forty-five (45) calendar days prior to the date of the Informal Review, Step 1 of the Grievance Procedure.

E. Release Time and Pay Status.

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

ARTICLE 26. SAFETY

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

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

ARTICLE 27. SAFETY COMMITTEE

The University and the Union agree to establish a joint Management-Labor Safety Committee. The size of the Committee and frequency of meetings shall be established by mutual agreement between the University and the Union. The Committee's responsibility shall be to advise University management on safety matters. An employee may bring safety matters before the Committee for review and recommendation. Disputes arising from this Article, including recommendations of the Safety Committee, are not subject to the Grievance or Arbitration provisions of this Agreement.

ARTICLE 28. PROTECTIVE CLOTHING AND EQUIPMENT

The University shall continue to provide clothing and safety equipment which it currently makes available to the employees covered by this Agreement. Employees who wear safety shoes have the option of using shoes provided by the University each calendar year, or purchasing their own shoes, in which case the University will reimburse employees up to a maximum of one hundred and twenty-five dollars (\$125.00) per calendar year and a maximum of two (2) pairs per calendar year. Beginning in calendar year 2015, the University will reimburse employees up to a maximum of one hundred and fifty dollars (\$150.00) per calendar year and a maximum of two pairs per calendar year. Safety shoes must meet the criteria outlined in Appendix C. in order to qualify for the reimbursement.

ARTICLE 29. TRAINING

Management will provide information on relevant job related training programs which it deems appropriate for employees to attend.

An employee may submit a request in writing to his/her supervisor to participate in a training program which is job or career related.

The University shall determine the degree to which participation in training programs shall be considered time worked and the degree to which payment of fees shall be provided.

The University will provide training as necessary to employees required to operate and maintain newly installed equipment.

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

ARTICLE 30. PARKING

The University shall provide parking to the same extent and under the same conditions as are normally provided for other University unrepresented staff employees, at the employee's location, who are not managerial, confidential, or supervisory employees.

ARTICLE 31. MILEAGE REIMBURSEMENT

Whenever an employee is authorized by the University to use a private vehicle to conduct University business, the employee shall be reimbursed for mileage in accordance with University of California Business and Finance Bulletin G-28.

ARTICLE 32. MEDICAL SEPARATION

- A. When a non-probationary career employee is unable to perform essential assigned functions fully due to a medical condition, documented by the employee's physician and/or a University-appointed physician, he/she may be medically separated.
- B. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes.
- C. The University shall pay the reasonable costs of any medical examinations required by the University.
- D. An employee shall not be separated under this Article while he/she is drawing accrued sick leave. However, the employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave and if the employee is afforded all rights provided by the employee's retirement system.

E. Notice of Intent.

Written Notice of Intent to medically separate shall be given to the employee, either by delivery of the Notice to the employee in person, or by placing the Notice in the United States mail, first class, postage paid, in an envelope 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 such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a "Proof of Service" indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the "date of issuance" of the Notice of Intent. Concurrent with the Notice of Intent to the employee, a separate notice will be mailed to the Union.

1. The Notice of Intent shall:
 - a. inform the employee of the action intended and the reason for the action;
 - b. inform the employee of the right to respond and to whom to respond in person or through an agent within ten (10) calendar days of the issuance of the notice either orally or in writing.

F. Notice of Separation.

After the employee's response or ten (10) calendar days from the date of issuance of notice of intent to medically separate, whichever is sooner, the employee shall be notified in writing of the decision. If it has been determined that separation is appropriate, the employee shall be given written notice of medical separation.

G. Special Reemployment Procedures.

For a period of one (1) year following the date of a medical separation, a former non-probationary career employee may be selected for a position within the unit without the requirement that the position be publicized. However, if the employee is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced.

H. Service Upon Reemployment.

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

ARTICLE 33. REASONABLE ACCOMMODATION

- A. The University will provide reasonable accommodation to qualified employees with disabilities, subject to defenses available under applicable law, when such disabilities limit their ability to perform the essential functions of their jobs. This Section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent

for similar or dissimilar circumstances, since all accommodations will be designed specific to the functional abilities of the employee in coordination with the requirements of the job.

- B. After receipt of medical documentation from a qualified employee with a disability, and after consultation with the employee, the University will determine what accommodations are necessary to allow the employee to perform his/her job. If the University determines it is appropriate, the accommodation may extend to placement into a vacant position for which the employee is qualified without the requirement that the position be publicized.
- C. Documentation provided by the employee shall be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.
- D. When recommended by a vocational rehabilitation counselor and approved by the appropriate University official, a qualified former non-probationary career disabled employee may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one (1) year, shall be determined by the counselor in consultation with the employing Department/Division Head. Positions used for trial employment shall not be designated as career, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.

ARTICLE 34. DEATH PAYMENTS

- A. Upon the death of an eligible employee, a sum equal to the salary of the deceased for one (1) month shall be paid to the surviving spouse or domestic partner, or if there is no surviving spouse, to the deceased's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. The University also provides a term life insurance policy for eligible employees in the amount of one times the employee's annual covered salary rate multiplied by the percent of time of the employee's appointment. PERS members are covered for this amount minus the five thousand dollars (\$5,000.00) PERS death benefit. The maximum benefit for PERS members is forty-five thousand dollars (\$45,000.00). The maximum benefit for all other eligible employees is fifty thousand dollars (\$50,000.00). Benefits are payable to the employee's named beneficiary.

Also, the University of California Retirement Plan (UCRP) pays a basic death payment of seven thousand five hundred dollars (\$7,500.00), or if active plan member prior to October 1, 1990 one thousand five hundred dollars (\$1,500.00) plus one (1) month's final salary if greater than seven thousand five hundred dollars (\$7,500.00) to the employee's beneficiary in addition to any monthly income payable to eligible survivors.

B. Eligible Employee.

- 1. For the purpose of the one (1) month salary death payment payable by the University, an eligible employee is one who has completed six (6) continuous months on pay status at fifty percent (50%) time or more without a break in service prior to death.

2. For the purpose of the University-paid life insurance and for the UCRP death benefits, the employee must be an active, inactive, disabled, or retired member at time of death. An eligible employee is one who is a member of a retirement system at the University. The benefit is payable if an employee dies while in active service on pay status or within the first four (4) months of an approved leave without pay or temporary layoff.

C. Eligible Dependent.

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

D. Employee Earnings.

The Department Head shall initiate the necessary action in order that payment of any vacation, salary, overtime, or other monies due to the deceased employee can be made. Such payment shall be made in accordance with the applicable provisions of the University's Accounting Manual in effect at the time of the employee's death. Payment shall include the deceased employee's salary for the day of death, unless the employee was on leave without pay on the day of death.

ARTICLE 35. UNION STEWARDS

- A. The Union shall be entitled to designate a reasonable number of employees to act as stewards for the employees covered by this Agreement. Specifically, the Union may designate up to three (3) stewards. Should the number of bargaining unit members increase such that the ratio of stewards to employees in the bargaining unit becomes 1:35, the Union shall be permitted to add an additional steward. The Union shall furnish the Director of Employee & Labor Relations with the names of the employees selected as stewards. An alternate steward may be appointed to function in the absence of the regular steward. Any change in the appointment of the designated stewards shall be made known to the Director of Employee & Labor Relations.
- B. Union business/activities, other than reasonable time spent in investigation of grievances prior to formal filing and investigation of employee complaints, shall not be conducted on an employee's scheduled work time except as specifically provided for in other section(s) of this Agreement; nor shall such business/activities interfere with University programs and operations.
- C. The University is prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against stewards or otherwise interfering with, restraining, or coercing stewards because of the exercise of any rights given by this Agreement. The Union Business Representative may file a complaint concerning steward reprisal with the Director of Employee & Labor Relations. This Section, and disputes arising from this Section, however, are not subject to the Grievance or Arbitration Procedures of this Agreement.

ARTICLE 36. LABOR-MANAGEMENT RELATIONS

Meetings at reasonable intervals may be scheduled at the request of a full-time Union staff representative or the Director of Employee & Labor Relations for the purpose of informally discussing actual or potential employer-employee relations problems.

Such meetings are not considered to be meet and confer sessions and are not intended to add to, delete from, or otherwise modify the Agreement during its term, except that addenda to the Agreement are permitted by mutual agreement of the parties.

ARTICLE 37. UNION ACCESS

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

ARTICLE 38. USE OF UNIVERSITY FACILITIES

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

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

ARTICLE 39. BULLETIN BOARDS

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

1. Union recreational, social, and related news bulletins;
2. Scheduled Union meetings;
3. Information concerning Union elections or the results thereof;
4. Reports of official business of the Union, including reports of Committees or the Board of Directors; and,
5. Any other written material which first has been approved by the Union, and signed by an authorized Business Representative.

ARTICLE 40. RELEASE TIME FOR MEET AND CONFER

Employees appointed by the Union shall be granted a reasonable amount of release time for the purpose of meeting and conferring at the bargaining table. If the number of designated stewards in the bargaining unit is four (4) or more, up to four (4) employees shall be provided release time unless the parties mutually agree otherwise. If the number of designated stewards in the bargaining unit is less than four (4), not more than three (3) employees shall be provided release time unless the parties mutually agree otherwise. Release time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work.

The Union shall provide the designated University official with the names of employees requiring such release time at least twenty-four (24) hours in advance of the meet and confer session unless the parties mutually agree otherwise. The University shall not arbitrarily deny a particular request for release time.

ARTICLE 41. LEAVE OF ABSENCE - UNION BUSINESS

Any employee covered by this Agreement who has been officially appointed by the Union as an Officer or Delegate may be granted Leave(s) of Absence Without Pay for attendance at a Union function (i.e., conference, safety seminar). Any employee elected by the Union as a Delegate shall be granted a Leave of Absence Without Pay for attendance at the International Convention. The aggregate of all such leave(s) for all employees shall not exceed a total of ten (10) working days per calendar year.

A written request for such Leave(s) of Absence must be submitted to the University official or designee at least ten (10) working days prior to the effective date of the Leave. A request for such Leave(s) of Absence shall not be arbitrarily denied.

ARTICLE 42. DUES DEDUCTIONS

A. Dues Deduction and Agency Shop Fee.

1. **Dues Deduction.** Upon request of an employee in the UCR Skilled Crafts Bargaining Unit, the University agrees to deduct Union dues from the employee's pay. Authorizations for Union dues deductions shall be made on a form agreed upon by the parties.
2. **Agency Shop Fee.** Upon notification to the University by the Union, University employees in the bargaining unit who choose not to become members of the unit in accordance with paragraph A.1. above, as a continued condition of employment, shall be required to pay an agency shop fee. The amount of the fee shall be determined by the Union and shall not exceed the monthly dues that are payable by members of the Union. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to the Union.

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

**American Cancer Society,
American Heart Association, and the
UCR Student Assistance and Scholarship Fund**

4. **Check Processing.** The University further agrees to send a check to the Union for all Union dues and/or agency shop fee deductions which have been requested by employees or is required for employees covered by this Agreement. The cost of processing the check shall be ten dollars (\$10.00). In addition, the University will charge the Union seven cents (\$0.07) for each dues deduction made from a paycheck.
5. **Indemnification.** The amount of dues or agency shop fee deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure and the agency shop fee. The Union agrees to reimburse the University for all costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues or agency shop fees during the terms of this Agreement. The Union agrees to hold the University harmless from liability for any errors in withholding or transmitting dues or agency shop fees except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.

B. Union Security.

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

C. Financial Report.

1. The Union shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report of the fiscal year in the form of a balance sheet and operating statement, certified as to accuracy by the president and treasurer or comparable officers. The Union shall provide a copy of said report to the UCR Director of Employee & Labor Relations within sixty (60) days after the end of the Union's fiscal year.

D. Severability.

In the event the fair share provisions of Higher Education Employer-Employee Relations Act (HEERA) (Amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that all matters in the Agreement concerning fair share fees shall be of no force or effect.

ARTICLE 43. SEVERABILITY

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

ARTICLE 44. NO STRIKE

During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts.

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

During the term of this Agreement or any extension thereof, the Union, its officers, agents, and unit members agree that they shall not in any way participate in or lend support to any strikes or concerted activities of any kind in violation of this Article.

In addition, the Union agrees to maintain critical services in the event of any activity by any individual(s) or labor organization(s) which interfere with the operations of the University. Such critical services include, but are not limited to maintenance and operation of: 1) research facilities on the UCR campus; 2) computer operations at UCR; 3) facilities in which valuable collections are maintained.

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

Should any activities in violation of this Article occur, the Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference. Such affirmative action shall include the immediate written notice to all employees in the unit, at their work and/or home addresses, stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including discharge. 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 45. WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity. Therefore, the University and the Union, for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. The University and the Union agree that this Agreement supersedes and replaces previous Memorandums of Understanding, and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit.

ARTICLE 46. INSURANCE AND RETIREMENT BENEFITS

Employees in this unit are eligible to participate in a number of benefits programs generally available to non-management, non-supervisory, non-confidential, non-academic employees of the University who are not exclusively represented. The current benefits and contribution levels for each plan are available from the Benefits Office. If, during the term of this Agreement, the University chooses to alter the coverage, rate of contribution, or carrier of these plans as they apply to other employees described above, such changes will apply to employees covered by the Agreement. The Union will be notified of any such changes before they are implemented by the University. Upon request by the Union, the Union and the University will meet and discuss the proposed changes.

The University shall notify the Union when the UC Board of Regents intends to implement changes that affect bargaining unit employees.

ARTICLE 47. SHIFT DIFFERENTIAL

A. An employee who is regularly assigned to work second shift (3:00 p.m. to 11:00 p.m.) shall receive the following shift differential pay per hour in addition to his/her regular hourly rate of pay:

One dollar (\$1.00)

B. An employee who is regularly assigned to work third shift (11:00 p.m. to 7:00 a.m.) shall receive the following shift differential pay per hour in addition to his/her regular hourly rate of pay:

One dollar and ten cents (\$1.10)

- C. An employee who is regularly assigned to work a variable work week shall receive the following shift differential pay per hour in addition to his/her regular hourly rate of pay:

One dollar and ten cents (\$1.10)

A variable work week is defined as a week in which the employee is regularly assigned to work any combination of first, second or third shifts.

- D. All other employees:

1. For employees who are regularly assigned to shifts other than those listed above, and who are assigned to an alternative shift for up to four (4) consecutive weeks shall receive shift differential for all hours of the shift when four (4) hours or more of the shift are worked after 4:30 p.m. and before 8:00 a.m.. When an employee is eligible for shift differential, the amount paid will be determined by whether the hours occur during the second or third shift, as defined above.
2. Employees who are regularly assigned to shifts other than those listed above, and who are assigned to an alternative shift for more than four (4) consecutive weeks shall receive the shift differential pursuant to Sections A, B or C, above, as applicable.

- E. Employees who are called in to work, whether on On-Call status or as a call-back incident, who work at least four (4) hours after 4:30 p.m. and before 8:00 a.m., shall receive shift differential for the hours worked after 4:30 p.m. and before 8:00 a.m.. The amount paid will be determined by whether the hours occur during the second or third shift, as defined above.

- F. Employees who are authorized to work overtime who work at least four (4) hours after 4:30 p.m. and before 8:00 a.m., shall receive shift differential for the hours outside of their regular shift worked after 4:30 p.m. and before 8:00 a.m.. The amount paid will be determined by whether the hours occur during the second or third shift, as defined above.

ARTICLE 48. WAGES

A. GENERAL PROVISIONS

1. ELIGIBILITY AND EFFECTIVE DATES

- a. To be eligible for any of the wage increases described below, employees must be on pay status or on approved leave, in the K5 Bargaining Unit on the effective date of the increase and the date of payout.
- b. Increases are effective the first full bi-weekly pay period commencing on or after the effective date of the increase.
- c. Unless otherwise specified, pay increases (regardless of type) shall be base-building only up to the maximum of the applicable salary range.

B. ORDER OF INCREASES

Order of Increases. If more than one hourly wage adjustment takes place on the same date, actions occur in the following order:

1. Salary range adjustment
2. Individual merit step increase
3. Individual equity adjustment
4. Salary action resulting from promotion, reclassification, transfer, or demotion. In the event an individual's salary remains below the new range minimum after the implementation of all base building increases, his/her salary will be increased to the new range minimum.

C. Wages will be paid pursuant to Appendix A. The parties recognize that the actual wage rates paid to employees may vary slightly from those reflected in the Appendix due to rounding.

D. Salary range increases for the duration of this contract shall be as follows:

1. 2014-2015

Effective December 7, 2014, the University will adjust the existing salary ranges to result in each increment on the salary scale to be approximately 2.33% from the next (increment). The University will then increase that the new salary range by four percent (4%) and pay employees in accordance with Section A., above.

2. 2015-2016

Effective on the first full bi-weekly pay period commencing on or after October 1, 2015, the University will adjust the existing salary ranges by four percent (4%) and pay employees in accordance with Section A., above.

3. 2016-2017

Effective on the first full bi-weekly pay period commencing on or after October 1, 2016, the University will adjust the existing salary ranges by three percent (3%) and pay employees in accordance with Section A., above.

4. 2017-2018

Effective on the first full bi-weekly pay period commencing on or after October 1, 2017, the University will adjust the existing salary ranges by three percent (3%) and pay employees in accordance with Section A., above.

Appendix A.: Wage Schedules*

EFFECTIVE DECEMBER 7, 2014**								
Title Code	Job Title	Step 1	Step 1.5	Step 2	Step 2.5	Step 3	Step 3.5	Step 4
8167	Maintenance (A)	\$ 26.85	\$ 27.47	\$ 28.11	\$ 28.77	\$ 29.44	\$ 30.12	\$ 30.83
8166	Maintenance (B)	\$ 28.69	\$ 29.35	\$ 30.04	\$ 30.74	\$ 31.45	\$ 32.19	\$ 32.94
8165	Lead Maintenance (A)	\$ 28.15	\$ 28.81	\$ 29.48	\$ 30.17	\$ 30.87	\$ 31.59	\$ 32.32
8164	Lead Maintenance (B)	\$ 30.05	\$ 30.75	\$ 31.47	\$ 32.20	\$ 32.95	\$ 33.72	\$ 34.51
8175	Physical Plant Specialist	\$ 29.17	\$ 29.85	\$ 30.54	\$ 31.25	\$ 31.98	\$ 32.73	\$ 33.49
8206	Building Systems Specialist	\$ 30.56	\$ 31.27	\$ 32.00	\$ 32.75	\$ 33.51	\$ 34.29	\$ 35.09
EFFECTIVE OCTOBER 1, 2015**								
Title Code	Job Title	Step 1	Step 1.5	Step 2	Step 2.5	Step 3	Step 3.5	Step 4
8167	Maintenance (A)	\$ 27.92	\$ 28.57	\$ 29.23	\$ 29.92	\$ 30.62	\$ 31.32	\$ 32.06
8166	Maintenance (B)	\$ 29.84	\$ 30.52	\$ 31.24	\$ 31.97	\$ 32.71	\$ 33.48	\$ 34.26
8165	Lead Maintenance (A)	\$ 29.28	\$ 29.96	\$ 30.66	\$ 31.38	\$ 32.10	\$ 32.85	\$ 33.61
8164	Lead Maintenance (B)	\$ 31.25	\$ 31.98	\$ 32.73	\$ 33.49	\$ 34.27	\$ 35.07	\$ 35.89
8175	Physical Plant Specialist	\$ 30.34	\$ 31.04	\$ 31.76	\$ 32.50	\$ 33.26	\$ 34.04	\$ 34.83
8206	Building Systems Specialist	\$ 31.78	\$ 32.52	\$ 33.28	\$ 34.06	\$ 34.85	\$ 35.66	\$ 36.49
EFFECTIVE OCTOBER 1, 2016**								
Title Code	Job Title	Step 1	Step 1.5	Step 2	Step 2.5	Step 3	Step 3.5	Step 4
8167	Maintenance (A)	\$ 28.76	\$ 29.43	\$ 30.11	\$ 30.82	\$ 31.54	\$ 32.26	\$ 33.03
8166	Maintenance (B)	\$ 30.73	\$ 31.44	\$ 32.18	\$ 32.93	\$ 33.69	\$ 34.48	\$ 35.29
8165	Lead Maintenance (A)	\$ 30.15	\$ 30.86	\$ 31.58	\$ 32.32	\$ 33.07	\$ 33.84	\$ 34.62
8164	Lead Maintenance (B)	\$ 32.19	\$ 32.94	\$ 33.71	\$ 34.49	\$ 35.30	\$ 36.12	\$ 36.97
8175	Physical Plant Specialist	\$ 31.25	\$ 31.98	\$ 32.71	\$ 33.48	\$ 34.26	\$ 35.06	\$ 35.87
8206	Building Systems Specialist	\$ 32.74	\$ 33.50	\$ 34.28	\$ 35.08	\$ 35.90	\$ 36.73	\$ 37.59
EFFECTIVE OCTOBER 1, 2017**								
Title Code	Job Title	Step 1	Step 1.5	Step 2	Step 2.5	Step 3	Step 3.5	Step 4
8167	Maintenance (A)	\$ 29.62	\$ 30.31	\$ 31.01	\$ 31.74	\$ 32.48	\$ 33.23	\$ 34.02
8166	Maintenance (B)	\$ 31.65	\$ 32.38	\$ 33.14	\$ 33.92	\$ 34.70	\$ 35.52	\$ 36.34
8165	Lead Maintenance (A)	\$ 31.06	\$ 31.79	\$ 32.53	\$ 33.29	\$ 34.06	\$ 34.85	\$ 35.66
8164	Lead Maintenance (B)	\$ 33.16	\$ 33.93	\$ 34.72	\$ 35.53	\$ 36.35	\$ 37.20	\$ 38.08
8175	Physical Plant Specialist	\$ 32.18	\$ 32.93	\$ 33.70	\$ 34.48	\$ 35.28	\$ 36.11	\$ 36.95
8206	Building Systems Specialist	\$ 33.72	\$ 34.50	\$ 35.31	\$ 36.13	\$ 36.97	\$ 37.83	\$ 38.72

* Approximate rates, subject to minor rounding variance.

**Per Article 48, increases to be effective the first full bi-weekly pay period commencing on or after the effective date.

Appendix B.: Working Titles

UCR SKILLED CRAFTS

Title Code: 8164 Lead Maintenance (B)

- Lead Maintenance Carpenter (B)
- Lead Maintenance Electrician (B)
- Lead Maintenance HVAC (B)
- Lead Maintenance Refrigeration (B)

Title Code: 8165 Lead Maintenance (A)

- Lead Maintenance Electrician (A)

Title Code: 8166 Maintenance B

- Maintenance Access Control (B)
- Maintenance Building Operator (B)
- Maintenance Cabinetmaker (B)
- Maintenance Electrician (B)
- Maintenance Fire Alarm (B)
- Maintenance HVAC (B)
- Maintenance Kitchen Mechanic (B)
- Maintenance Painter (B)
- Maintenance Plant Operator (B)
- Maintenance Plumber (B)
- Maintenance Refrigeration Mechanic (B)
- Maintenance Security Alarm (B)
- Maintenance Sheet Metal Worker (B)

Title Code: 8167 Maintenance A

- Maintenance Access Control (A)
- Maintenance Assistant Plant Operator (A)
- Maintenance Carpenter (A)
- Maintenance Fire Alarm (A)
- Maintenance Irrigation Specialist (A)
- Maintenance Locksmith (A)
- Maintenance Painter (A)
- Maintenance Sheet Metal Worker (A)
- Maintenance Zone Mechanic (A)

Title Code: 8175 Physical Plant Specialist

Title Code: 8206 Building Systems Specialist

Appendix C.: Safety Shoes

January 28, 1993

SAFETY SHOES

TO: Bob Thompson
Physical Plant

FR: Susie Winterheimer
Environmental Health and Safety

RE: Safety Footwear

To protect against crushing or falling objects:

"Safety shoes" or "safety boots" must be marked with "ANSI Z41 I/75 C/75" or "Ansi Z41 Class 75". Markings should be inside one of the shoes. Many safety shoes are advertised as to whether or not they comply with these ratings. Note: these shoes offer added protection from impact or compression in the toe area only.

To provide resistance to punctures (such as stepping on a nail):

The marking would be "ANSI Z41 I/75 C/75 PR"

There are no testing criteria for what is classified as "slip-resistant".

For your information, I'll give you a sample of the marking on a shoe and translate what the markings mean.

ANSI Z41 PT 83 M I/75 C/75 PR

"ANSI Z41 PT 83" designates the industry standard for construction and testing of the shoes themselves. The PT 83 means that the shoes meet the 1983 standard. For protection against impact or crushing, the 1983 standard provides adequate protection.

"M" means male. Shoes may also be marked "F" for female.

"I/75" means that the safety toe could withstand 75 pounds of impact without compressing to a point that would injure the toes.

"C/75" means that the safety toe could withstand 75 pounds of slow, continuous crushing without compressing to a point that would injure the toes.

"PR" means that the entire sole of the shoe meets the standard requirements for puncture resistance.

If I can be of any further assistance, please call me at x2-6312.

SW:sa
SF/16

Appendix D.: HDRS On-Call Procedure



GUIDELINES AND PROCEDURES

SUBJECT:

On-Call Procedures for Skilled Crafts Unit Facilities Management Staff

Purpose: The purpose of the On-Call Guidelines is to recognize and appropriately compensate Skilled Crafts Unit staff members of Housing, Dining, & Residential Services (HDRS) who are On-Call in order to maintain the effective operations of the HDRS facilities.

Background: The Housing, Dining & Residential Services Department is committed to providing timely and competent responses to maintenance and utility emergencies which may arise at the HDRS Residence Halls, Campus Apartments and on-campus Dining facilities to ensure the health and safety of residents, staff, and faculty.

General: To be eligible for an On-Call status, the employee must have satisfactory performance, have successfully passed his/her probationary period and have demonstrated the ability to perform duties under general supervision. The HDRS Skilled Crafts Unit, Maintenance A and Maintenance B, assigned to On-Call duty must have the requisite training, skill, knowledge, ability, maintenance experience, and facility knowledge to respond effectively to all areas of HDRS facilities.

It is imperative that employees of HDRS Skilled Crafts Unit comply with the On-Call procedures outlined. Depending on the nature of the reported problem, failure to respond to call(s) could result in great damage to University property and to the health and safety of persons on campus. Response to an On-Call request is mandatory and any employee who is or becomes unable to meet his On-Call obligation shall immediately notify his Supervisor. If an employee fails to notify his Supervisor or respond to a telephone call and/or fails or refuses to report for duty when called by the Police Department, an authorized Facilities Supervisor, or a Resident Director during the period the employee is designated for On-Call duty, the employee will not receive On-Call pay for that shift, and may also be subject to disciplinary action.

On-Call means time during which an employee is not required to be at the work location but is required to be available by University-provided telephone, and be available for return to work immediately. On-Call assignment shall first be made on a voluntary basis, following the procedure below. In the event that no one volunteers for On-Call duty, the University shall assign On-Call duty by least seniority on a rotational basis.

An employee in On-Call status is not eligible for minimum call-back payment. For bargaining unit employees in Student Housing, the On-Call rate is twenty-five percent (25%) of the employee's hourly rate for each hour On-Call. If called to work, the time actually worked shall be compensated at straight-time or premium time, as appropriate. If the employee addresses an issue via telephone and spends at least a quarter (0.25) hour addressing the matter, that time shall be considered hours worked and shall be compensated at straight-time or premium time, as appropriate.

PROCEDURE

1. Employees volunteering and/or assigned to On-Call duty must have the requisite training, facilities knowledge, ability, and sufficient maintenance experience to respond effectively to all maintenance and utility areas of HDRS facilities.
2. Employees must have sufficient knowledge of HDRS facilities, campus available services, and equipment resources to adequately request appropriate personnel and equipment.
3. Employees in an On-Call status are required to:
 - a. Be available to respond to a call for consultation or return to work;
 - b. Restrict their whereabouts and be in a position to return to work immediately when called, within no longer than one (1) hour;
 - c. Refrain from any activities that would cause the employee to be impaired and/or unable to safely report for duty; and
 - d. Restrict from taking vacation or a personal day off during their assigned On-Call week period.
4. The On-Call schedule will be used for seven (7) days per week from 12:30 a.m. – 7:30 a.m., (seven hours), Monday through Sunday on a six (6) month rotation basis. Holidays will be part of the On-Call process.
 - a. Holidays:
 - i. If an On-Call day falls on a holiday, the employee will be On-Call the full day (holiday), 7:30 a.m. – 12:30 a.m.
 - ii. Campus closure days (i.e., the last week of December) will be scheduled separately from the On-Call process described in this document. All eligible employees will have option to request to be on-duty during the campus closure period and the schedule will be established based on seniority.
5. The On-Call schedule will be established for periods of approximately six (6) months. The exact length of each scheduling period will vary depending on the number of eligible staff volunteering for that scheduling period.

6. Sixty (60) days prior to the scheduling period ending, staff will be notified by email/postings that volunteers will be able to submit their name for the next six (6) month scheduling period and will be informed of the start and end dates of the sign-up period.
 - a. No additions or deletions to the volunteer lists will be accepted after the end date of the sign-up period.
7. The On-Call schedule is established using the following process and will cover approximately a six (6) month period.
 - a. Based upon the number of volunteers, management will determine the number of weeks (total and per person) which will comprise the On-Call scheduling period. [i.e., six (6) months is approximately twenty-six (26) weeks. If there are eight (8) volunteers, each will be scheduled for three (3) weeks, and the scheduling period will be twenty-four (24) weeks. If there are seven (7) volunteers, each volunteer will be scheduled for four (4) weeks, and the scheduling period will be twenty-eight (28) weeks].
 - b. All On-Call volunteers will be ranked in seniority order based upon their most recent date of hire.
 - c. An equal number of weeks will be available to each On-Call volunteer employee.
 - d. The most senior volunteer will choose one (1) week to be On-Call; then next most senior volunteer will choose one (1) week and so on until each volunteer has selected one (1) week. The most senior volunteer will then choose a second week; then the next most senior volunteer will choose a second week, and so on until each volunteer has selected a second week. This process will continue until all weeks are assigned.
 - e. The On-Call schedule is established once all weeks in the schedule have been selected by the volunteer employees.
8. The On-Call schedule will be posted at clocks/KRONOS machines and emailed to On-Call staff thirty (30) days before the new On-Call schedule begins.
9. Employees must remain on the On-Call schedule for the entire On-Call scheduling period unless a compelling reason prevents the employee from serving. A written statement must be submitted to their Supervisor if the employee cannot serve.
10. If an employee is sick during their scheduled On-Call week, they are to call their Supervisor to inform them they will not be available that day/days for On-Call status.
11. Response to an On-Call request is mandatory. In the event that an employee cannot work and/or becomes unable to meet his On-Call obligation

- a. The employee shall immediately notify the designated Maintenance Supervisor. Under no circumstances may that employee ask someone to cover his shift(s).
 - b. The Maintenance Supervisor will do the following to cover the shift:
 1. Call the next staff member on the On-Call list in seniority order.
 2. If the staff member on the On-Call list is not available when called, the Maintenance Supervisor will go down the On-Call list established in order of seniority and call the next person to cover the shift.
 3. In the event that no one on the On-Call list is available, the Maintenance Supervisor will call Skilled Crafts Unit staff members who are not currently on the On-Call list asking for volunteers to cover the shift by seniority order.
 4. If there are no volunteers, the shift will be assigned to staff members that meet eligibility requirements in reverse seniority.
12. Except for extraordinary circumstances beyond the control of the employee, if the employee fails or refuses to report for duty when called by the Police Department, an authorized Maintenance Supervisor, or Resident Director during the period an employee is designated for On-Call duty the employee will lose their On-Call pay for that shift, will be considered to have engaged in serious misconduct and may also be subject to disciplinary action.
13. Use of alcohol or other substances that may impair judgment, coordination and motor skills are prohibited while On-Call.
14. On-Call staff must maintain radio contact on appropriate radio channel and University provided cell phone when working.
15. On-Call staff will be required to complete a detailed log form for each On-Call shift. The log must be submitted to the Facilities Management Central Office the morning following the shift. Log forms will be provided to On-Call staff.
16. If not able to perform the job alone, the employee must contact the Supervisor to mutually determine the appropriate trades required, to obtain qualified help, and to notify the respective Maintenance Supervisor.
17. If there has been a possible exposure to hazardous materials, the employee must secure the area and immediately contact the Maintenance Supervisor to report the exposure.
18. On-Call staff must keep their telephone number current within the HDRS Facilities Management Central Office.

SIDE LETTER: BARGAINING UNIT WORK

After January 1, 2015, upon the request of the Union, the parties will convene a Labor Management Meeting to discuss distinctions between work assigned to members of the bargaining unit and that assigned to individuals outside of the bargaining unit.

FOR THE UNIVERSITY:

**THE REGENTS OF THE UNIVERSITY
(University of California, Riverside)**

FOR THE UNION:

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 501
Including its Subordinate Branches, AFL-CIO**

Elizabeth Sanchez
Chief Negotiator

Date

Kenneth W. Capehart
Assistant Business Manager

Date

Side Letter: Article 48, Wages

The parties acknowledge that merit step increases have historically been provided to members of the bargaining unit. To ensure consistent application of merit step increase process, the parties have agreed to memorialize the program in this side letter, as follows:

1. Employees who are not yet at the range maximum for their job title may be eligible for merit step increases each year. Such increases will apply the first full pay period commencing on or after October 1. Such increase will be granted to non-probationary career employees as follows:
 - A. Employees receiving an overall performance rating of satisfactory on their annual performance evaluation for the year ending June 30 of that year will receive a one-half (1/2) step adjustment.
 - B. Employees receiving an overall performance rating of more than satisfactory on their annual performance evaluation for the year ending June 30 of that year will receive a one (1) step adjustment or shall be placed at the range maximum for their job title, whichever is less.
 - C. Employees receiving an overall performance rating of exceptional on their annual performance evaluation for the year ending June 30 of that year will receive a one and one-half (1½) step adjustment or shall be placed at the range maximum for their job title, whichever is less.
 - D. Employees who are not provided an annual performance evaluation for the year ending June 30 shall be deemed “satisfactory”.

FOR THE UNIVERSITY:

**THE REGENTS OF THE UNIVERSITY
(University of California, Riverside)**

FOR THE UNION:

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 501
Including its Subordinate Branches, AFL-CIO**

Elizabeth Sanchez
Chief Negotiator

Date

Kenneth W. Capehart
Assistant Business Manager

Date

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