

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**UNIVERSITY OF CALIFORNIA, SANTA BARBARA**  
**AND**  
**TEAMSTERS LOCAL 2010**

**April 1, 2022 – March 31, 2026**

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## **ARTICLE 1. Recognition**

This Agreement, effective April 1, 2022, is entered by and between the Regents of the University of California, a Corporation, referred to hereinafter as the "University," and Teamsters Local 2010, referred to as the "Union".

### **A. Exclusive Representative**

The University recognizes Teamsters Local 2010, which was certified by the Public Employment Relations Board (PERB) on October 30, 2017, as the exclusive bargaining agent for matters within the scope of representation for the skilled trades classifications of UCSB employees as agreed to by the parties, excluding those classes and/or employees designated as managerial, supervisor, and confidential (as defined in HEERA):

<u>Job Titles</u>	
Painter	Lead Painter
Carpenter	Lead Carpenter
Locksmith	Lead Locksmith
Plumber	Lead Plumber
Electrician	Lead Electrician
High Voltage Electrician	Lead High Voltage Electrician
HVAC Mechanic	Lead HVAC Mechanic
Welder	
Skilled Trades Mechanics	Apprentice
Elevator Mechanic	Lead Elevator Mechanic
Craft/Zone Lead	Sr. Craft/Zone Lead

### **B. Employee Defined**

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

## **ARTICLE 2. Duration**

This Memorandum of Understanding shall become effective on April 1, 2022 and shall remain in effect until March 31, 2026. 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 by January 30, 2026 or sixty (60) days prior to the expiration of this Agreement, whichever is earlier. While negotiations for a successor Agreement are continuing, this Agreement shall remain in full force and effect.

### **Limited Negotiations**

If a law is enacted that affects the terms and conditions found in the contract, the University may choose to open the article(s) affected by the new law.

### **Notification**

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

## **ARTICLE 3. Management Rights**

The University retains solely and exclusively all rights, functions, powers, and authority to manage the operations of the University and to direct the work force, except where those rights, functions, powers, and authorities are expressly limited by provisions of this Agreement. It is recognized, merely by way of illustration and not by way of limitation, that such rights, functions, powers, and authorities which are solely and exclusively retained by the University include the right to: establish the University's mission, programs, objectives, activities, and priorities; plan, direct, and control the use of resources to achieve the University's mission, 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; establish the size, composition, and qualifications of the work force; recruit, hire, assign, develop, promote, transfer, demote, or layoff employees in limited or probationary appointments; establish, modify, and enforce standards of performance, conduct, and safety for employees; maintain safety in its operations; and grant merit increases and increases for meritorious performance.

- B. The above enumeration of management rights is not all inclusive and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not to exercise rights retained by the University. The non-exercise of a right by management shall not be construed to mean that any right is waived.
- C. No action taken by the University with respect to the above-enumerated rights shall be subject to the Grievance or Arbitration procedures of this Agreement or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.
- D. While neither the decision nor the effects of the University's exercise of the above-enumerated rights shall be subject to meeting and conferring during the term of this Agreement or any extension thereof, the University agrees to meet upon request with the Union to discuss the exercise of these rights so that the University may consider the Union's information and views.

#### **ARTICLE 4. Nondiscrimination in Employment**

##### **A. Nondiscrimination**

It is the policy of the University not to engage in discrimination against or harassment of any person employed by or seeking employment with the University of California on the basis of race, color, national origin, religion, sex<sup>1</sup>, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, ancestry, marital status, age, sexual orientation, gender identity, gender expression, citizenship, union affiliation, 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 or, service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994).<sup>2</sup> This Article is intended to be consistent with the provisions of applicable State and Federal law regarding non-discrimination and University Policies regarding non-discrimination, but does not incorporate those laws and policies. Instead of, or in addition to filing a grievance, an employee may report an allegation of discrimination or harassment to the Office of Equal Opportunity & Sexual Harassment/Title IX Compliance.

##### **B. Sexual Harassment**

Sexual Harassment- Instead of, or in addition to filing a grievance, an employee may report an allegation of sexual harassment to the campus' Title IX Officer pursuant to the University of California's Sexual Violence and Sexual Harassment Policy. If an employee files a grievance that includes an allegation of sexual harassment, the University shall forward the allegations to the Title IX Officer for processing under the University policy and the grievance will be held in abeyance pending resolution or completion of the review under the policy. After completion of the process under the University policy, the employee may withdraw the grievance or request that the grievance continue to formal review pursuant to Article 23, Grievance Procedure. Nothing in this Article is intended to conflict with the University of California's Sexual Violence and Sexual Harassment Policy.

##### **C. Grievance and Arbitration**

Allegations of violations of only Article 4, Nondiscrimination, are grievable but not arbitrable. Allegations of a violation of Article 4, only when made in connection with a provision of another Article that is

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<sup>1</sup> Sex includes gender, pregnancy, childbirth and medical conditions related to pregnancy and childbirth, breastfeeding and medical conditions related to breastfeeding.

<sup>2</sup> Service in the uniformed services includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

grievable, shall be eligible for appeal to the same degree that the provision of the other Article to which the grievance is connected is grievable and/or arbitrable.

#### **ARTICLE 5. Probationary Period**

##### **A. Career Appointments**

All new career employees shall serve a probationary period of six (6) calendar months at fifty percent (50%) time or more without a break in service. Time on leave with or without pay is not qualifying service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Prior to the completion of the probationary period an employee may be released with written notice at the discretion of the University and without recourse to the Grievance or Arbitration procedures of this Agreement.

##### **B. Limited Appointments**

An employee who is required to serve a probationary period and who has worked in a limited appointment immediately preceding the career appointment, shall have up to 1,000 hours on pay status credited toward completion of the probationary period, provided that the credited time was served in the same position and with the same supervisor that the employee had immediately prior to the career appointment. Qualifying time on pay status includes regular time worked, compensatory time off, sick leave, extended sick leave, vacation, holidays, paid jury duty, administrative leave with pay, and military leave with pay. Qualifying time on pay status shall not include overtime, on-call, call back, and time in Casual/Restricted appointments.

##### **C. Extension of Probationary Period**

Under appropriate circumstances, e.g., change of supervisor or transfer to a different job during the probationary period, the probationary period may be extended at the discretion of the department head. Such an extension shall be for a specific period of time not to exceed three months. Probationary employees shall be notified in writing of the reasons for and duration of their probationary period extension. Actions taken by the University under the provisions of this Article are not subject to the Grievance or Arbitration procedures of the Agreement.

#### **ARTICLE 6. Limited Appointment**

A. A limited appointment is established at any percentage of time, fixed or variable, during with the appointee is expected to be on pay status for less than one thousand (1,000) hours in a rolling twelve (12) month period.

B. In the event that a limited appointment employee attains 1,000 hours of qualifying service within a rolling 12 month period, without a break in service of at least 120 consecutive days, the incumbents appointment shall convert to career status.

1. Qualifying service includes all time on pay status in one or more limited appointments at the campus. Qualifying time on pay status includes regular time worked, compensatory time off, sick leave, extended sick leave, vacation, holidays, paid jury duty, administrative leave with pay, and military leave with pay. Qualifying time on pay shall not include overtime, on-call, call back, and time in Casual/Restricted appointments. A casual/restricted position is reserved for a regular student of the University of California regardless of the percent of full-time or the duration of the appointment. A student is defined for these purposes as being enrolled and having paid their fees.
2. Such career conversion shall be effective the first day of the month following attainment of 1,000 hours of qualifying service.
3. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1000 hour requirement.

C. Employees in limited appointments may have their appointment terminated or have their time reduced at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement. Disputes arising from this Article may be reviewed under the Complaint Procedure of this Agreement.

- D. An employee who is appointed to a limited appointment will be automatically terminated as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.
- E. Rehired Retirees working in limited appointment positions will be eligible to elect to waive future retirement accruals to the same extent that other rehired retirees in staff positions are eligible.
- F. Employees are eligible for University benefits and membership in the University's retirement plan in accordance with the plan's eligibility requirements as described in the plan documents/contracts, applicable regulations and policy announcements and pursuant to Article 44 (Health & Welfare & Retirement Benefits).

## **ARTICLE 7. Hours of Work**

### **A. Workweek and Schedule**

- 1. Workweek. A workweek is a period of time consisting of seven consecutive days. The normal workweek is from 12:00 a.m. Sunday, to 11:59 p.m. the following Saturday. Alternate workweeks beginning and ending on days other than the above may be scheduled by the University.
- 2. Work Schedule. A work schedule is the normal hours of work for an employee within a workweek. The normal work schedule for full-time employees shall be eight hours per day excluding one hour for a meal on five consecutive days, and two consecutive days of rest. Management will provide 30 calendar days advance notice for change of work schedules.

### **B. Alternate Work Schedules**

- 1. Alternate work schedules may be established at the sole discretion of the University. Nothing in Section B shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner. Alternate work schedules may include a 4/10 schedule, as defined below:
  - a. 4/10 alternate work schedule shall consist of forty (40) hours per workweek, normally scheduled in shifts of ten (10) hours with each shift containing an unpaid meal period. An alternate work schedule shall consist of four (4) consecutive workdays and three (3) consecutive days of rest exclusive of holidays. The regular hours of work each day shall be consecutive. Hours of work will be considered consecutive if divided only by normal meal breaks or rest periods.
- 2. Employees may request an alternate work schedule. Requests by employees for an alternate work schedule shall not be unreasonably denied. Grievances alleging unreasonable denial may not be appealed beyond Step 2 of Article 23, Grievance Procedure.
- 3. Alternate work schedules may require a change to the employee's workweek in order to ensure full-time employees are scheduled for a forty (40) hour workweek on a regular basis in compliance with the Fair Labor Standards Act.

### **C. Meal Periods**

The standard work schedule for a full-time employee provides for a meal period of one hour. Meal periods are neither time worked nor time on pay status.

### **D. Rest Periods**

- 1. An employee on a standard or alternate full-time work schedule may be granted two 15-minute rest periods, one to be taken in the work period prior to the meal period and one in the work period following the meal period. A part-time employee may be granted one 15-minute rest period for each work period of three continuous hours or more not to exceed two rest periods per day. Rest periods are scheduled by the supervisor and shall be granted unless operational necessity requires that they be denied. If denied, the rest period shall be granted as soon as practicable thereafter.

2. A rest period shall not be taken at the beginning or end of a work period. Time not used for rest periods shall not be accumulated for use at a later time. The combining of rest periods with meal periods shall be at the discretion of the supervisor.

E. Clean-Up Time

When the nature of an employee's job requires clean up at the completion of a work day, the supervisor shall authorize appropriate clean-up time as needed.

F. Call-Back Time

1. Call-Back refers only to those instances when an employee is ordered back to work without prior notice and a minimum of 15 minutes has lapsed between clocking out and clocking back in or in those instances when prior notice is given but the work begins at least two hours after the completion of the regular work schedule.
2. An employee who is called back shall receive credit for a minimum of four hours work time. The four hours, whether or not actually worked, shall be paid at the rate of one-and-one-half times the regular rate of pay.

G. On-Call

On-Call is time during which an employee is not required to be at the work location or at the employee's residence but is required to be available for return to work. On-call assignments shall first be made on a voluntary basis. In the absence of sufficient volunteers, the University shall make on-call assignments and shall attempt to allocate on-call assignments equitably among employees in the same department. An employee placed on-call shall be compensated at twenty-five percent (25%) of their hourly rate for each hour on-call. An employee who is called to work shall receive credit for a minimum of four (4) hours of Overtime at the rate of one-and-one-half (1-1/2) times the regular hourly rate of pay, pursuant to Paragraph F.1., above.

H. Off-Shift Call

An employee who is contacted off work hours to provide telephone support or virtual remote support, either by video conferencing or audio-only or both, subject to supervisor approval, shall be paid a minimum of one (1) hour of their hourly rate, subject to Article 8, Overtime, for the initial call. Thereafter, for subsequent calls taken on the same period of time between normal daily scheduled shift hours, the employee shall be paid for the actual time worked in one (1) hour increments. This shall be treated as hours worked for all purposes under this agreement.

I. Shift Differential

1. A shift differential of \$1.50 per hour shall be paid for all hours (including overtime) of a shift when at least half of a shift of eight hours or longer is worked after 5 p.m. and before 8 a.m.
2. When an employee who usually works on an evening or night shift is temporarily assigned to a day shift for a period of four working days or less, the employee shall continue to receive the shift differential. A change in shift assignment initiated by the employee is not covered by this provision.
3. The shift differential shall be included in payments for all types of paid leave, provided that the employee would have been expected to work that shift or shifts were the employee not on paid leave.

J. Travel Time

Assigned travel during an employee's regular working hours on work days is time worked. The department head may designate other travel as time worked. The following provisions apply to travel, unless exceptions are authorized by the Chancellor. Travel time between home and the work place is not time worked. Travel that keeps an employee away from home overnight and that occurs outside the employee's normal working hours is not considered as hours of work. However, travel that does not keep an employee away from home overnight is considered as hours worked, as is travel that occurs during the hours an employee normally worked when the travel occurs on the employee's days off.



## **ARTICLE 8. Overtime**

### A. Definition

Overtime is defined as hours assigned and worked which exceed 8 hours in a work day or 40 hours in a work week.

### B. Assignment of Overtime

It is the University's right to determine if overtime is required and which employees shall be assigned to work hours beyond the normal work schedule. If the University determines that overtime is required, employees assigned to work overtime shall be required to work and complete the overtime assignment. The University will take into account employee preferences when assigning overtime. The University will attempt to distribute overtime assignments evenly among employees in the skilled craft unit.

### C. Compensation

In accordance with the following paragraphs, overtime shall be compensated at the appropriate rate either by pay or by compensatory time off, if the department offers compensatory time off for its skilled crafts employees. Employees shall be compensated for assigned overtime at the rate of one-and-one-half (1-1/2) times the employee's regular rate of pay for all time actually worked over 8 hours in one day or 40 hours in one work week. In addition, time spent off work on approved vacation, holidays, compensatory time off, jury duty, or witness leave, shall be considered time worked for the purpose of this Article only. Any hours on "On-Call" status, "Call Out," or on sick leave shall not be considered time worked for purposes of this Article.

#### 1. Compensatory Time

- a. The University may approve compensatory time off at the appropriate rate in lieu of overtime pay at the employee's request.
- b. An employee's request to take accrued compensatory time off shall be granted subject to the operational needs of the University in accordance with departmental needs.
- c. No more than one hundred-sixty (160) hours of overtime which require compensation at the time-and-one-half rate (that is, two hundred-forty (240) hours of compensatory time off) may be accumulated at any one time. An employee shall be paid for hours of premium overtime which exceed this limit.
- d. When compensatory time is taken or paid, it is paid at the employee's current rate of pay. However, upon separation from employment, compensatory time off accrued at the time-and-one-half rate shall be paid at the employee's current rate of pay or at the employee's average rate of pay for the last three years, whichever is higher.
- e. Any accrued compensatory time off shall be paid to the employee when the employee leaves the bargaining unit, but remains employed by the University.
- f. An employee may, within 1 month of their hire and thereafter on an annual basis, file a written indication of preference for either compensatory time off or payment for overtime worked. If the department does not offer compensatory time off or if an employee does not elect compensatory time off, overtime shall be paid. If no preference is indicated to the department at the time of such annual preference elections, the employee's previous election, if any, shall continue.

D. There shall be no pyramiding or double payments for any hours worked.

### E. Overtime Meals

When an employee is required to extend their regularly assigned shift more than three hours, and that period extends past the employee's regular meal time, they will be paid for the cost of that meal provided that no compensation for any meal will be made by the University without presentation by the employee of a receipt showing money spent. Maximum allowances are \$20.00 for dinner and \$19.75 for lunch. An employee 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 them to work past a regular meal time.

## **ARTICLE 9. Performance Evaluation**

- A. The performance of each non-probationary career employee shall be evaluated annually in accordance with a process established by the University.
1. If the University plans to implement a new performance evaluation form, the University will notify Teamsters Local 2010 at least 60 calendar days in advance of implementation. If Teamsters Local 2010 provides a written request to meet and discuss within 30 days of the notice date, the University shall meet and discuss with Teamsters Local 2010 regarding the change. Minor or non-substantive changes to an existing performance evaluation form do not require advance notice.
  2. Completion of a self-evaluation is voluntary.
  3. The employee's supervisor will meet with the employee prior to finalizing the performance evaluation. The employee will be provided at least five (5) working days following receipt of the performance evaluation to submit comments, if any, to the supervisor for inclusion in the evaluation. The employee's evaluation will be filed in the employee's personnel file with a copy provided to the employee.
  4. An employee shall have the right to provide a written rebuttal to their performance evaluation and to have that rebuttal attached to the performance evaluation. The employee's rebuttal will be placed in the employee's personnel file.
- B. If an employee does not receive an annual evaluation of performance, they may request in writing that an evaluation be done. Upon request, an annual performance evaluation shall be provided within thirty (30) calendar days. If not provided, the employee shall be deemed to have performed satisfactorily.
- C. A non-probationary career employee who receives a written performance evaluation with an overall rating of less-than-satisfactory may file a grievance pursuant to Article 23, Grievance Procedure. The remedy for such a grievance shall be limited to revision of the overall rating in question.
- D. Disputes arising from this Article are excluded from the Arbitration procedures in this Agreement.

## **ARTICLE 10. Promotion & Temporary Assignment**

- A. Notice  
When any permanent vacancy or new career job in the UCSB Skilled Craft unit is available, it shall be posted on the University's online recruitment system for a minimum period of two (2) weeks. In addition, vacancies in the K8 bargaining unit and or promotional opportunities for the K8 bargaining unit shall be emailed to each steward for posting on the bulletin boards. The University may limit the recruitment to internal applicants.
- B. Selection  
Employees desiring to be considered for a promotion or transfer opportunity in the UCSB Skilled Craft unit shall be considered if they meet the minimum qualifications for the position and complete the application process for the position. The candidate determined by management to be the best qualified for the vacant position shall be selected. Management will consider the objective of promotion or transfer of career employees in making its selection. Special consideration will be given to bargaining unit applicants to allow for promotional or transfer opportunities for career employees in making selection. In those cases where qualifications are essentially equal, bargaining unit seniority will be the factor for selection.
- C. Interview Panels  
The University shall have responsibility for the selection of an individual to fill a vacant position. To assist in making such selections, the University shall seek the input of bargaining

unit employees from the trade being recruited and include bargaining unit employees on the Interview Panel.

D. Release Time for Interviews

Employees who are scheduled for a job interview for positions at the UC Santa Barbara campus shall be granted reasonable time off with pay as determined by the University, if the interview has been scheduled during the employee's scheduled work time.

E. Temporary Assignment

The University may temporarily assign an employee to perform all the functions in a higher level classification. If a temporary assignment is for more than 4 weeks (20 working days), then a stipend will be paid at the salary rate or within the salary range of the higher level position during the entire period of the temporary assignment. Stipends for temporary assignments are non-base-building. The maximum for a temporary assignment is one year. Extensions may be approved by Human Resources up to a maximum of two years.

D. The Union agrees to cooperate with the University's efforts to comply with legally mandated Affirmative Action obligations.

### **ARTICLE 11. Holidays**

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

A. Eligibility for Holiday Pay

1. A full-time employee shall receive holiday pay if on pay status on the employee's last scheduled work day before the holiday and on the first scheduled work day following the holiday.
2. In addition, a full-time employee shall receive holiday pay in accordance with the following:
  - a. A new and full-time employee shall receive pay for any holiday immediately preceding the employee's first day of work provided the holiday is the first working day(s) of a quadriweekly cycle.
  - b. A continuing full-time employee who is on approved Leave Without Pay, Temporary Layoff, or Furlough for a period of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday occurring in the period.
  - c. A terminating full-time employee shall receive pay for any holiday immediately following the employee's last day of work provided the holiday is the last working day(s) of the quadriweekly cycle.
3. No employee shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence or a suspension for disciplinary reasons.
4. Part-time employees on pay status 50 (fifty) percent time or more of a month or a quadriweekly cycle (excluding holiday hours) will receive holiday pay in proportion to the percentage of time they are on pay status. New or rehired part-time regular employees are not eligible for holiday pay for a holiday that occurs before the first day of work for a new employee or after the last day of work for a terminating employee.

**BIWEEKLY HOLIDAY PAY EARNINGS TABLE**

<b>HOURS ON PAY STATUS IN TWO (2) BIWEEKLY PAY PERIODS (160 HOURS)*</b>					
<b>5 Holidays 120 Hours</b>	<b>4 Holidays 128 Hours</b>	<b>3 Holidays 136 Hours</b>	<b>2 Holidays 144 Hours</b>	<b>1 Holiday 152 Hours</b>	<b>Hours of Holiday Pay H Earned**</b>
<b>0-59</b>	0-63	0-67	0-71	0-75	0
60 - 67	64 - 72	68 - 76	72 - 81	76 - 85	4
68 - 82	73 - 87	77 - 92	82 - 99	86 - 104	5
83 - 96	88 - 02	93 - 109	100 - 117	105 - 123	6
97 - 112	103 - 119	110 - 126	118 - 135	124 - 142	7
113 - 120	120 - 128	127 - 136	136 - 144	143 - 152	8

\*Paid hours, excluding holiday hours.

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

B. Holidays Observed

The following shall be granted as holidays:

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve or the day after Christmas  
Christmas Day  
New Year's Eve or the day after New Year's  
New Year's Day  
Martin Luther King's Birthday  
Presidents Day  
Cesar Chavez Holiday  
Memorial Day  
Juneteenth

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

A holiday that falls on a Saturday is observed on the preceding Friday, and a holiday that falls on a Sunday is observed on the following Monday, unless an alternate day to observe the holiday is designated by the President.

D. Compensation for Holiday Work

When an employee's work schedule requires them to work on an observed holiday, the employee shall be paid at the rate of one-and-one half (1-1/2) times the employee's regular rate of pay including any shift differential for all hours actually worked. 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 12. Sick Leave**

- A. General. Sick Leave is provided by the University 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, parental bonding, family illness or bereavement leave. If applicable state or federal law requires the University to offer any sick leave provisions in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.
- B. Accrual of Sick Leave. Sick Leave accrues each quadri-weekly cycle based on the percent of time or number of hours on pay status during that quadri-weekly cycle. Employees must be on pay status at least one-half the working hours of a quadri-weekly cycle to accrue Sick Leave credit for that quadri-weekly cycle.

1. An employee shall earn leave at the rate of .046154 hours per hour on pay status. Generally, an employee who is on full-time pay status (40 hours a week) accrues approximately one day (8 hours) of sick leave per month. An employee on pay status for at least one-half (1/2) 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.
2. The number of sick leave hours which may be accumulated is unlimited.

C. Eligibility

The following criteria shall apply:

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

D. 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 Sick Leave beyond a predetermined date of separation, including retirement or layoff, or any leave without pay.
3. When it is deemed to be justified, an employee may be required to submit satisfactory documentation of personal or family illness, disability, or death to the University in order to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that they will be required to provide such documentation.
4. An employee shall be permitted to use not more than thirty days of accrued Sick Leave in any calendar year when required to be in attendance or to provide care, not designated as FML, because of the serious illness of the employee's spouse, domestic partner, parent, child (including the child of a domestic partner), sibling, or of any other related person who is residing in the employee's household.
5. 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.
6. An employee shall be permitted to use not more than ten days of Sick Leave per occurrence when that employee's absence is required due to the death of the employee's spouse, domestic partner, parent, child (including the child of a domestic partner), sibling, grandparent, or grandchild. In-laws and step-relative in the relationships listed also are covered. This provision also covers other related persons residing in the employee's household. In addition, an employee shall be permitted to use not more than five days of Sick Leave in any calendar year in the event an employee has a personal obligation with regard to funeral attendance or bereavement due to the death of any other person. The employee shall provide prior notice to the immediate supervisor as to the need for and likely length of any such absence.

7. An employee who has accrued Sick Leave but who is presently employed less than one-half time may use accrued Sick Leave, but not in excess of that employee's present scheduled hours of work for any day.

E. Transfer and Reinstatement of Sick Leave

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

F. Separation from Employment and Reinstatement of Sick Leave

An employee who is reemployed in the Skilled Craft unit after a break in service of less than fifteen calendar days shall have all Sick Leave from prior service reinstated. An employee who is reemployed in the Skilled Craft unit after a break in service of fifteen calendar days or more but less than six months shall have accrued Sick Leave from prior service not in excess of eighty hours reinstated.

1. An employee who is reemployed under terms of the Layoff Article of this Agreement shall have accrued Sick Leave from prior service in the Skilled Craft unit reinstated.
2. An employee who retires within four months of separating from University employment and elects monthly retirement income will have accrued but unused sick leave converted to UCRP service credit under the terms and conditions of the UCRP Retirement Plan. Accrued but unused sick leave is not converted to service in a lump sum cash-out of retirement benefits.
3. State of California service is included as University service for the purpose of applying Section G of this Article.

**ARTICLE 13. Vacation**

A. Earning and Accrual of Vacation Leave

An eligible employee earns vacation credit from their date of appointment. Vacation credit for eligible employees is earned each quadri-weekly cycle based on the percent of time or number of hours on pay status for that quadri-weekly cycle at a rate determined by the length of qualifying service, according to the following rates:

**Vacation Leave**

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

\* Full-time rate of 160 hours per quadriweekly cycle

B. Qualifying Service to Determine Rate of Vacation

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

1. A month of service at one-half time or more is a month of qualifying service.
2. Payment for service must have been made by the University or the State of California.
3. Time on military leave from the University or the State of California is included.
4. Service need not be continuous.

C. Eligibility to Earn Vacation

An employee appointed at fifty percent (50%) or more of full-time for a period of six quadri-weekly cycles 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 continuous quadri-weekly cycles on pay status at fifty percent (50%) or more and shall then be credited with vacation for the six-quadri-weekly cycle period.

D. Accrual of Vacation

An employee shall accrue full or proportionate vacation credit for a quadri-weekly cycle, in accordance with the Vacation Leave Tables shown in Section A. of this Article. The following criteria shall apply:

1. Vacation credit shall accrue during Leave With Pay.
2. Vacation credit for each quadri-weekly cycle shall accrue at the end of the quadri-weekly cycle, except that an eligible separating employee accrues proportionate vacation through the last day on pay status.
3. Vacation credit shall not accrue for time on pay status in excess of the full-time working hours of the quadri-weekly cycle.

E. Scheduling of Vacation

Vacation leaves shall be approved and scheduled by the Department to meet the operational requirements of the University, and in accordance with the following provisions;

1. Vacation time shall not be used prior to the time it is accrued, except as provided in Article 16, Leaves of Absence of this Agreement.
2. Absence for illness, disability, or personal reasons, for example, for special or religious holidays, may be charged to vacation with prior approval of the supervisor.
3. Upon written request an employee shall be granted vacation before the employee's accrued credit reaches the maximum which the employee can accumulate. An employee shall be notified 60 calendar days and 30 calendar days before reaching the maximum vacation credit which the employee can accumulate.
4. 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's funds.
5. Vacation schedules for the entire calendar year shall be established from employee requests made during January. If conflicts arising in the dates of requested vacations cannot be resolved informally by the Department and employees involved, then seniority in the Skilled Craft unit shall establish the priority of the vacation scheduling for those employees. Department management shall respond in writing to such vacation requests made in January not later than March 1 of each calendar year. Except as provided in E.8 below, vacation requests made during January, but not responded to by March 1, are considered approved by the department.
6. Exceptions to vacation schedules established from January requests may be granted for an employee who makes long-term vacation plans.
7. Vacation requests not submitted during January will be considered on a first-come, first-served basis. Requests must be submitted in writing. Department management shall respond to such vacation requests within 30 calendar days. Request not responded to in 30 days are considered approved by the department.
8. In an emergency, the Department may reschedule vacations of employees in the Skilled Craft unit.
9. Unscheduled or emergency vacation may be granted at the Department's discretion.

F. 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 shall have vacation credit transferred.



G. An employee who is transferred, promoted, or demoted to another University position in which the employee will not be eligible to accrue vacation credit shall be paid for accrued vacation.

H. Terminal Vacation Pay

An eligible employee who separates from University employment or who is granted extended Military Leave shall be paid for vacation credit accrued through the employee's last day of work. The effective date of separation shall be the last day of work, except that an employee who is retiring may use vacation up to the effective date of retirement.

**ARTICLE 14. Work-Incurred Injury or Illness**

A. General

The University is committed to meeting its obligation under the state workers' compensation program to provide medical, rehabilitation, and wage-replacement benefits to employees who sustain work-related injuries or illnesses. An employee who is injured or becomes ill as a result of work performed for the University is entitled to leave without pay for all or part of the period during which the employee receives temporary disability payments under the California Workers' Compensation Act. This article defines the application of accrued sick leave and vacation leave 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 accrued sick leave is exhausted and when employees are still unable to work because of such injury or illness.

B. Use of Accrued Sick Leave and Vacation

In order to continue full salary, accrued sick and vacation leave may be used to supplement temporary disability payments received under the California Workers' Compensation Act. Before an employee begins receiving temporary disability, an employee may use sick leave and/or vacation leave (or PTO) accruals in order to be compensated during leave. Those deductions from the employee's leave accruals will be deemed an advance temporary disability payment under the California Workers' Compensation Act. An employee who has received such an advance temporary disability payment will reimburse the University for such payment after the employee receives temporary disability payment for that earlier period. The University will use the employee's reimbursement to restore the employee's sick leave and/or vacation leave (or PTO) accruals accordingly.

C. Extended Sick Leave

Extended Sick Leave is provided to an eligible employee who has exhausted their accrued sick leave and is unable to work due to a work-incurred injury or illness. An employee who has exhausted accrued sick leave may be eligible for extended paid sick leave of up to 26 weeks for any single work-related injury or illness. Extended sick leave payments constitute an advance against permanent disability payments.

For any one injury or illness, if the employee has exhausted accrued sick leave, remains disabled, and continues to receive temporary disability payments, the employee shall receive extended sick leave payments in an amount equal to the difference between the temporary disability payments and 80 percent of the employee's basic salary plus any shift differential which the employee would have received. An employee who returns to work part-time but continues to receive temporary disability payments is eligible for continued extended sick leave payments if the employee's earnings plus temporary disability payments continue to total less than 80 percent of basic salary, plus shift differential. Total extended sick leave payments shall not exceed 26 weeks for any one injury or illness.

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

Extended sick leave constitutes an advance against permanent disability payments. After extended sick leave has been exhausted an employee may request a leave without pay.

D. Accrual of Sick Leave and Vacation

An employee on leave without pay and receiving temporary disability payments under the California Workers Compensation Act 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.

E. Family and Medical Leave

An employee who is receiving supplemental leave and/or extended sick leave as described in Sections A and B shall have that time counted against the 12-workweek entitlement to family and medical leave, provided that the employee is entitled to leave pursuant to Article 16.D, Family and Medical Leave. When appropriate, the University will designate absences due to occupational injury or illness as FML. Leave for a work-related injury or illness may run concurrently with other types of leaves, such as FML.

**ARTICLE 15. Military Leave**

A. General

An employee shall be granted military leave as specified below. If applicable state or federal law requires the University to offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law. In the granting of such leave, the University may require verification of an employee's military orders for leaves of thirty (30) or more days.

1. An employee is to provide advance verbal or written notice of the need for military leave except when such notice is precluded by military necessity, impossibility, or reasonableness.
2. Employees also are also expected to provide their supervisors with as much advance notice as possible of their anticipated date of release from duty and return to work.

B. Types of Military Leave

Military leave consists of:

1. Reserve training leave for inactive duty, such as weekly or monthly meetings or weekend drills.
2. Temporary military leave for active-duty training when 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 180 calendar days, including time spent traveling to and from such duty.
3. Extended military leave when an employee enlists or is ordered into active-duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of 180 days. 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 5 years. In addition, leave shall be granted for a period up to 6 months from the date of release from duty if the employee requests such extension.
4. Emergency National Guard leave when an employee who as a member of the National Guard is called to active duty by proclamation of the Governor of the State of California 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.

5. Civil Air Patrol Leave when an employee who as a volunteer member of the Civil Air Patrol is directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Provided that an employee has been employed by the University for the 90 days immediately preceding the commencement of leave, such leave will be granted for a period not to exceed 10 days per year.
6. Physical examination leave when an 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.

C. Pay for Leave

1. An employee granted reserve training leave, temporary military leave for active-duty training, or extended military leave is entitled to receive the employee's regular University pay for the first 30 calendar days of such leave in any one fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), provided that the employee has completed 12 months of continuous University service immediately prior to the granting of the leave (all prior full-time military service shall be included in calculating this University service requirement) and provided that the aggregate of payments for reserve training leave, extended military leave, and military leave for physical examination do not exceed 30 calendar days' pay in any one fiscal year.
2. An employee granted physical examination leave is entitled to receive the employee's regular University pay provided that:
  - a. the physical examination is a pre-induction or pre-enlistment physical examination required to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency; and
  - b. the aggregate of payments for temporary military leave, extended military leave, and military leave for physical examination do not exceed 30 calendar days pay in any one fiscal year. 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.
3. An employee granted military leave for emergency National Guard duty is entitled to receive the employee's regular University pay for a period not to exceed 30 calendar days. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.
4. An employee who is not eligible for military leave with pay may elect to substitute accrued vacation and/or compensatory time off. Otherwise, the military leave will be without pay.
5. An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed quadriweekly pay cycles immediately preceding the leave.

D. Reinstatement

Following release from military service, an employee shall have such right to return, and only such right, as may be required by State or Federal law in effect at the time the employee applies for reinstatement.

E. Effect on Benefits

An employee granted military leave shall receive benefits as provided below:

1. An employee granted military leave with pay shall receive all benefits related to employment that are granted when an employee is on pay status.

2. An employee granted military leave without pay shall receive:
  - a. retirement benefits and service credit in accord with the provisions of the applicable retirement system;
  - b. health plan coverage at the employee's request and expense for a limited period of time as describe in the University Group Insurance Regulations;
  - c. other length-of-service credits related to employment that would have been granted had the employee not been absent, provided that the employee returns to University service at the conclusion of the leave in accordance with applicable Federal and State laws;
  - d. vacation and sick leave accruals and holiday pay only in accordance with those Articles.

## **ARTICLE 16. Leaves of Absence**

### **A. General Provisions**

In accordance with the provisions of this Article, an employee may be granted a Leave of Absence, with or without pay. If applicable state or federal law requires the University to offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

- Medical Leaves, with or without pay, include: Family Medical Leave, which includes both Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1995; Supplemental Family and Medical Leave; Pregnancy Disability Leave; Parental Bonding Leave; Military Caregiver Leave; Qualifying Exigency Leave; Military Spouse/Domestic Partner Leave;, and Work-Incurred Injury and Illness Leave.
  - Administrative Leaves, with or without pay, include Personal Leave, Jury and Witness Duty, University Proceedings, Voting Privileges, Emergencies and Other Administrative Leaves.
1. Substitution of Paid Leave. Unless expressly prohibited under the specific applicable leave(s) policy, employees may elect to substitute accrued vacation, sick leave and/or compensatory time off for leave without pay. In certain circumstances, employees may be required to exhaust paid leave before taking unpaid leave. The substitution of paid leave for unpaid leave does not extend the total duration of the leave to which an employee is entitled. For example, using five (5) days of accrued sick leave during a Family and Medical Leave absence does not extend the duration of the leave beyond the maximum entitlement by another five (5) days.
  2. Advance Notice. For leaves other than Family and Medical Leave, an employee must inform their supervisor as far in advance as possible of the need to take time off from work for any reason, including the expected length of the leave. If the need to take leave is unforeseen an employee must inform their supervisor as soon as practicable. The employee may be required to provide evidence of the treatment, circumstance, or event that is the basis for the absence from work, consistent with the provisions applicable to the particular type of leave being taken.
  3. Evidence Supporting the Need for Leave. An employee requesting leave, whether paid or unpaid, should be prepared to provide written documentation supporting the need for leave (e.g., jury summons, subpoena) consistent with the applicable leave provision. Leaves for medical reasons may require written confirmation from a health care provider.
  4. Recertification and Periodic Reports. The University may require an employee who is on a leave of absence due to their own or a family member's medical condition to provide recertification of that condition. The University also may request periodic reports during an employee's leave regarding their status and intent to return to work.
  5. Return to Work. An employee is expected to return to work no later than the next regularly scheduled workday after the expiration of an approved leave. If an extension is desired, the employee should request this in writing from their supervisor in advance of the expected date of return.
    - a. An employee who unexpectedly cannot return to work on the next regularly scheduled workday following the expiration of the approved leave of absence must notify their supervisor as soon as possible, but preferably no later than an hour before the employee's scheduled start time to explain the reason for the absence.
    - b. Failure to return to work after an approved leave of absence without supervisory approval for the extension of leave is considered an unauthorized absence. An employee who is returning from a leave for their own medical condition may be required to provide written verification of their ability to return to work, consistent with the applicable leave provision. Such verification must include any applicable work restrictions (and their expected duration), as identified by the employee's health care provider.
    - c. Leaves of absence, whether paid or unpaid, may not extend beyond a predetermined separation date.

6. Benefits Coverage During Leave. Generally, an employee granted a leave with pay will receive all benefits related to employment that are granted when an employee is on pay status. Special limitations or requirements that apply to certain types of leaves are addressed in the provisions specific to those leaves.
  - a. An employee on Family and Medical Leave (FML) will continue to have coverage under the University's health plans (medical, dental, and optical) as if on pay status as follows:
    - i. When the employee is on a FML leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
    - ii. When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve month period. For purposes of Military Caregiver Leave, the single twelve month period is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
    - iii. When the employee is on a Qualifying Exigency Leave under the FMLA and/or CFRA: Continued coverage for up to twelve workweeks in a calendar year.
    - iv. When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
    - v. When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave taken after the employee has exhausted their entitlement under the FMLA); CFRA leave taken to care for a family member, such as a sibling, who is not a qualifying family member under the FMLA: Continued coverage for up to 12 workweeks in a calendar year.
  - b. An employee on any other approved unpaid leave will receive health plan and retirement plan coverage in accordance with the group insurance and retirement system regulations.
  - c. To continue health coverage during an approved leave of absence, an employee must continue to make any contributions that they made before taking leave. For any paid portion of the leave, employee contributions will continue to be deducted from the employee's paycheck. Failure of the employee to pay their share of the health insurance premium may result in loss of coverage. If the employee fails to return to work other than for reasons beyond their control (such as being physically unable to return to work), the University may elect to recover from the employee the portion of premiums it paid on the employee's behalf.

## B. Pay for Family Care and Bonding

1. General Provisions
  - a. In order to support employees' need to take leave to care for their family members, the University offers eligible employees Pay for Family Care and Bonding (PFCB), which is a partial income replacement option for up to eight workweeks per calendar year that may be available to employees taking Family and Medical Leave (FML) as set forth below. If University amends existing policy for any other bargaining unit or unrepresented staff to enhance the provisions for PFCB that are more generous than currently provided in this Article, the University will pass through those enhancements to bargaining unit employees.
  - b. In order to be eligible for PFCB, an employee must be on an approved block Family and Medical Leave (FML) taken for one of the qualifying reasons below, and the employee must be taking that leave in a block of a minimum of one workweek.
  - c. Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave. PFCB is not an option available during any other type of leave.

- d. If an employee elects to use PFCB for a particular qualifying FML block leave rather than using paid leave accruals or taking the leave without pay, the employee must continue to use PFCB until they either exhaust their full eight workweeks of PFCB for the calendar year or that qualifying FML block leave ends. If their leave ends before they have used the full eight workweeks of PFCB for the calendar year, the remainder is available to use during a qualifying FML block leave later in the calendar year.
  - e. An employee may not use any paid leave accruals (e.g., vacation, sick leave, PTO, CTO, as applicable), while receiving PFCB.
2. PFCB Calculation. The PFCB option provides pay calculated at seventy percent (70%) of an employee's eligible earnings.
- a. Eligible Earnings. Eligible earnings include an employee's base salary payable through the University. Eligible earnings do not include (if applicable) bonuses, perquisites, overtime pay, out of classification pay, shift differentials, certification pay, specialty pay, emergency response pay, charge differentials, on-call differentials, or any pay that is received in addition to that of the employee's regular appointment, and any other additional cash compensation received that is more than 100% of the base salary of the full-time equivalent of the employee's regular position.
  - b. Appointments Established at a Fixed Percentage. If the employee has an appointment established at a fixed percentage, PFCB is based on the salary rate in effect during the employee's leave.
  - c. Appointments Established at a Variable Percentage. If the employee has an appointment established at a variable percentage, eligible earnings are an average of the employee's eligible earnings for the three calendar months (for an employee paid on a monthly basis) or six pay periods (for an employee paid on a bi-weekly basis) immediately prior to the period in which the leave begins, excluding periods with furlough or approved leave without pay. This average is calculated as follows:
    - i. For an employee paid on a bi-weekly basis, the sum of hours paid in the six pay periods immediately prior to the period in which the leave begins is divided by 12 to determine the average hours worked per week. The average hours worked per week is then multiplied by 0.7 to determine the number of hours per week the employee is to be paid at 70%.
    - ii. For an employee paid on a monthly basis, the sum of the time paid in the three calendar months immediately prior to the period in which the leave begins is divided by 3 to determine the average time worked per month. The average time worked per month is then multiplied by 0.7 to determine the time per month the employee is to be paid at 70%.

If the consecutive three months or six bi-weekly pay periods immediately preceding the beginning of the leave cannot be used due to furlough or approved leave without pay, the look-back period may be extended up to, but no longer than, one year prior to the beginning of the leave, using the most recent applicable pay periods.

3. Pay and Benefit Considerations.
- a. Taxability and Deductions. PFCB is considered taxable wages. An employee's normal deductions are taken from PFCB.
  - b. Vacation and Sick Accruals. An employee accrues vacation leave based on type of appointment, years of qualifying service and hours on pay status. An employee accrues sick leave based on hours on pay status. Because an employee is paid 70 percent of eligible earnings when receiving PFCB, vacation and sick accruals are calculated as if the employee is on pay status for 70 percent of their normal hours.
  - c. Employment and Service Credit. Employment service credit is used to determine years of qualifying service for an employee's vacation accrual rate and for eligibility for service awards. Employees accrue one month of employment service credit for each month in which they are on pay status at least 50 percent time. If receiving PFCB results in a pay status of less than 50 percent in a given month, an employee will not receive employment service credit for that month.

- d. Retirement Service Credit. Retirement service credit (i.e., service earned as a UCRP member or UC Defined Contribution Savings Choice participant) is earned based upon an employee's covered compensation and their full time equivalent compensation from a UCRP-eligible appointment. While receiving PFCB, an employee will continue to make required contributions to retirement plans. An eligible employee who is receiving PFCB will receive 70 percent of the retirement service credit they would have earned in their regular and normal appointment.
- e. Benefits. Health and welfare benefits deductions will be taken from PFCB in accordance with the employee's benefit elections. Receiving PFCB does not, in itself, affect benefits status or eligibility.

C. Family and Medical Leave – General Provisions

To be eligible for Family and Medical Leave, an employee must have: been employed by the University for at least a total of 12 months; and worked at least 1,250 hours in the 12 months immediately preceding the start of the leave. (For employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty are included for the purpose of calculating the 1,250 hours of actual work.)

1. An eligible employee may take unpaid Family and Medical Leave ~~of~~ for up to a total of twelve (12) workweeks in a calendar year (or, for Military Caregiver Leaves, for a period of up to twenty-six (26) workweeks in a single 12-month period) under certain conditions, as described in the applicable sections below. University closures of one week or longer that occur during an employee's Family and Medical Leave are not counted toward the 12-workweek limit (or, for Military Caregiver Leave, the 26-workweek limit).
2. Any leave taken by an eligible employee that qualifies as Family and Medical Leave will be designated as such and will be counted against the employee's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).
3. An employee who takes less than twelve (12) workweeks of Family and Medical Leave does not need to have worked 1,250 hours in the twelve (12) months immediately preceding any subsequent Family and Medical leave taken for the same qualifying reason in the same calendar year as the initial qualifying leave.
4. An employee may qualify for Family and Medical Leave under the California Family Rights Act (CFRA) for any covered reason (e.g., parental bonding) other than disability caused by pregnancy, childbirth, or related conditions even if the employee's leave entitlement under the Family and Medical Leave Act (FMLA) has been exhausted.
5. Advance Notice. An employee should inform their supervisor of the need for a Family and Medical Leave at least thirty (30) days in advance of the anticipated start date of the leave if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee should give notice to their supervisor as soon as practicable. Failure to comply with this notice requirement may result in postponement of leave. The employee should also provide notice to their supervisor as soon as practicable if the period(s) for which the employee needs Family and Medical Leave change.
6. Documentation and Certification. The University may require that the employee provide a complete and sufficient certification from a health care provider if the employee is requesting a Family Medical Leave (a) due to the employee's own serious health condition, (b) due to the employee's pregnancy disability, (c) to care for a family member with a serious health condition, or (d) as Military Caregiver Leave. If the employee is taking Qualifying Exigency Leave, the University may require that the employee provide the certification pertaining to that form of Family and Medical Leave. The University will provide the appropriate certification form to the employee based on the type of Family and Medical Leave the employee is requesting. If the employee is seeking to take Family and Medical Leave to care for a family member with a serious health condition or as Parental Bonding Leave, the University may require that the employee provide a Declaration of Family Relationship for Family and Medical Leave.
7. Substitution of Paid Leave Benefits for Unpaid Family and Medical Leave. Employees may elect to use Pay for Family Care and Bonding (PFCB) if they meet the criteria set forth in Section B.1, above. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute accrued vacation, sick leave, and/or compensatory time off for leave without pay in accordance with the provisions



governing each type of Family and Medical Leave. If an employee wishes to take unpaid Family and Medical Leave and the employee's vacation accrual balance is at the maximum, the employee will be required to use at least 10 percent of accrued vacation leave before taking unpaid Family and Medical Leave. The foregoing requirement does not apply if the employee elects to take unpaid Pregnancy Disability Leave instead of using accrued vacation. The substitution of paid leave for Family and Medical Leave does not extend the total duration of the leave to which an employee is entitled.

8. Reinstatement. Reinstatement will be to the same position or, at the Department's discretion, to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided that the employee returns to work immediately following the Family and Medical Leave. If the employee would have been laid off or terminated or if the employee had actually been working during the leave period, the employee will be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of this collective bargaining agreement.

D. Family and Medical Leave – Due to an Employee's Own Serious Health Condition

Eligible employees are entitled to Family and Medical Leave when they are unable to perform their job due to their own serious health condition.

1. Definition of Serious Health Condition. For these purposes, a serious health condition means an illness, injury impairment, or physical or mental condition that involves one of the following:
  - a. Inpatient Care—Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. A person is considered an inpatient when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - b. Incapacity of More Than Three (3) Consecutive Days plus Continuing Treatment by a Health Care Provider—A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves (a) treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or (b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (e.g. a course of prescription medication, or therapy requiring special equipment, to resolve or alleviate the health condition). This does not include taking over-the-counter medications or activities that can be initiated without a visit to a health care provider (e.g. bed rest, exercise, drinking fluids).
  - c. Pregnancy (only covered under FMLA)—A period of incapacity due to pregnancy, childbirth, or related medical conditions. This includes severe morning sickness and prenatal care.
  - d. Chronic Conditions Requiring Treatment—A chronic condition which: (a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider, (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).
  - e. Permanent/Long-Term Conditions Requiring Supervision—A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. The employee must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of disease.
  - f. Multiple Treatment (Non-Chronic Conditions)—Any period of absence to receive multiple treatments (including any period of recovery therapy from) by a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), or kidney disease (dialysis).

2. **Reduced Schedule or Intermittent Leave.** When medically necessary for the employee's own serious health condition, an employee may take Family and Medical Leave intermittently or on a reduced schedule basis. If the employee's need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the employee should consult with their supervisor and make a reasonable effort to schedule the treatment so as to minimize the disruption to the University's operations. In addition, if the need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the University may require the employee to transfer temporarily (during the period when intermittent or reduced schedule leave is required) to an alternative position for which the employee is qualified and that better accommodates recurring periods of leave than the employee's regular position.
3. **Substitution of Paid Leave Benefits for FML Due to an Employee's Own Serious Health Condition.** An employee may elect to substitute accrued vacation, sick leave, and/or compensatory time off for leave without pay. Supplemental and/or extended sick leave may be used if the employee is receiving temporary disability payments under the Workers' Compensation Act, subject to Article 14, Work-Incurred Injury or Illness.

**E. Family and Medical Leave – To Care for a Family Member with a Serious Health Condition.**

An eligible employee is entitled to Family and Medical Leave when the employee's assistance is required to care for a spouse, domestic partner, child, parent, grandparent, grandchild, or sibling with a serious health condition as defined in Section D.1, above, as follows:

1. When FML is taken to care for a spouse, domestic partner, child (under 18 years or incapable of self-care because of a mental or physical disability), or parent, this leave would use an employee's entitlement(s) under the FMLA and CFRA to the extent the employee has such entitlement(s) available.
2. When FML is taken to care for an adult child (18 years or older who does not have a disability that renders them incapable of self-care), grandparent, grandchild, or sibling, this leave would only use an employee's entitlement under the CFRA to the extent the employee has such entitlement available.
3. The employee may be required to provide written confirmation of a family relationship for leaves requested for the purpose of caring for a seriously ill qualifying family member.
4. **Reduced Schedule or Intermittent Leave.** When medically necessary to care for a family member with a serious health condition, an employee may take Family and Medical Leave intermittently or on a reduced schedule basis. If the employee's need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the employee should consult with their supervisor and make a reasonable effort to schedule the treatment so as to minimize the disruption to the University's operations. In addition, if the need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the University may require the employee to transfer temporarily (during the period when intermittent or reduced schedule leave is required) to an alternative position for which the employee is qualified and that better accommodates recurring periods of leave than the employee's regular position.
5. **Substitution of Paid Leave Benefits for Family Medical Leave to Care for a Family Member with a Serious Health Condition.** Employees may elect to use Pay for Family Care and Bonding (PFCB) if they meet the criteria set forth in Section B.1, above. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute accrued vacation, compensatory time off, and/or up to twelve (12) workweeks of accrued sick leave for unpaid leave to care for a family member with a serious health condition. If an employee wishes to take unpaid leave to care for a family member with a serious health condition and the employee's vacation accrual balance is at the maximum, the employee will be required to use at least 10 percent of accrued vacation prior to taking unpaid Family and Medical Leave.

**F. Supplemental Family and Medical Leave**

A regular status employee who has exhausted all Family and Medical Leave is eligible for Supplemental Family and Medical Leave for up to an additional twelve (12) workweeks or until the end of the calendar year, whichever is less, if the need for a Family and Medical Leave that is in progress continues beyond twelve (12) workweeks. However, the aggregate absence from work for Pregnancy Disability Leave, Family and Medical Leave, and Supplemental Family and Medical Leave may not exceed seven (7) months during the calendar year, except as may be required by law.

1. For employees on Supplemental Family and Medical leave, health plan coverage (medical, dental, and optical) will continue in accordance with each plan's requirements.
2. An employee may elect to substitute accrued vacation, sick leave, and/or compensatory time off for leave without pay if the underlying Family and Medical Leave is due to the employee's own pregnancy disability or other serious health condition. An employee may elect to substitute accrued vacation, compensatory time off, and/or up to thirty (30) days of sick leave in a calendar year if the underlying Family and Medical Leave is to care for a family member with a serious health condition, parental bonding leave, or Military Caregiver Leave as provided for under applicable provisions of the policy.
3. Reinstatement. Reinstatement shall be to the same or, at the department's discretion, a similar position in the same department 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 actually been working during the leave period, the employee shall be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 19, Layoff and Reduction in Time, Article 18, Discipline & Dismissal, and Article 6, Limited Appointment.

G. Leave Due to Pregnancy, Childbirth or Related Medical Condition (Pregnancy Disability Leave)

An employee who is disabled because of pregnancy, childbirth, or related medical conditions may take an unpaid Pregnancy Disability Leave for the period of actual disability of up to four months. Pregnancy Disability Leave may consist of leave with or without pay and/or paid leave such as accrued sick leave, vacation leave, and compensatory time off. Pregnancy Disability Leave may also be used for prenatal care.

1. If an employee on an approved Pregnancy Disability Leave is eligible for Family and Medical Leave, up to 12 workweeks of Pregnancy Disability Leave will run concurrently with the employee's Family and Medical Leave entitlement under federal law. Upon concluding a Pregnancy Disability Leave, an employee may be eligible for up to 12 workweeks of Family and Medical Leave under the California Family Rights Act (CFRA) for any covered reason except pregnancy, childbirth or related medical conditions.
2. Reduced Schedule or Intermittent Leave When medically necessary, an employee may take Pregnancy Disability Leave on an intermittent or reduced schedule basis. The University may require an employee who is taking such leave on an intermittent or reduced schedule basis to temporarily transfer to an alternative position if the alternative position better accommodates the required work schedule than the employee's own position. Such a temporary transfer shall not be counted toward an employee's entitlement to up to four (4) months of Pregnancy Disability Leave. At the conclusion of the Pregnancy Disability Leave (or earlier, at the University's option), the employee shall be returned to her original position in accordance with the Reinstatement provisions below.
3. Modification of Job Duties or Temporary Transfer As an alternative to or in addition to Pregnancy Disability Leave, the University will temporarily modify the job duties of a pregnant employee or transfer the employee to a less strenuous or hazardous position, if requested by the employee and medically advisable according to the employee's health care provider, provided that the temporary transfer or modification of duties can be reasonably accommodated by the University. Such a temporary modification of duties or transfer will not be counted toward an employee's entitlement to up to four (4) months of Pregnancy Disability Leave. At the conclusion of the Pregnancy Disability Leave (or earlier upon the employee's request if that request is consistent with the advice of the employee's health care provider), the employee will be returned to their original position and/or duties in accordance with the Reinstatement provisions below.
4. Reinstatement. Reinstatement will be to the same position the employee had prior to the Pregnancy Disability Leave, provided that the employee returns to work within four (4) months and immediately following the Pregnancy Disability Leave. If the employee would have been laid off or terminated if the employee had actually been working during the leave period, reinstatement will be to a comparable position at the same location. If a comparable position at the same location is not available, the employee will be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 19, Layoff and Reduction in Time, Article 18, Discipline & Dismissal, and Article 6, Limited Appointment.

#### H. Parental Bonding Leave

An eligible employee is entitled to Family and Medical Leave to bond with their child after the child's birth or placement with the employee for adoption or foster care, and to attend to matters related to the birth, adoption, or placement of the child. Leave granted for such bonding purposes must be concluded within twelve (12) months following the child's birth or placement with the employee.

1. **Reduced Schedule or Intermittent Leave.** The basic minimum duration of any Parental Bonding Leave is two (2) weeks. However, the University will grant an employee's request for a Parental Bonding Leave of less than two (2) weeks' duration on any two occasions. Otherwise, the employee may only take Parental Bonding leave for a period of less than two (2) weeks or intermittently or on a reduced schedule at the discretion of the employee's supervisor and then only according to an agreed schedule. Supervisors must assess any such request in conjunction with existing University needs.
2. **Substitution of Paid Leave Benefits for Parental Bonding Leave.** Employees may elect to use Pay for Family Care and Bonding (PFCB) if they meet the criteria set forth in Section B.1, above. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute accrued vacation, compensatory time off, and/or up to thirty (30) days of accrued sick leave for any unpaid Parental Bonding Leave. If an employee wishes to take unpaid Parental Bonding Leave and the employee's vacation accrual balance is at the maximum, the employee will be required to use at least 10 percent of accrued vacation before taking unpaid Family and Medical Leave/Parental Bonding Leave.

#### I. Family and Medical Leave – Military Caregiver Leave

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

##### 1. Definition of Terms

- a. **Covered servicemember:** For purposes of Family and Medical Leave – Military Caregiver Leave, a “covered servicemember” is: a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list; or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
- b. **Covered veteran:** For purposes of Family and Medical Leave – Military Caregiver Leave, a “covered veteran” is an individual who was a member of the Armed Forces (including the National Guard or Reserves), and who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Family Medical Leave to care for the covered veteran.
- c. **Next of kin:** The “next of kin” is either (i) the nearest blood relative of the covered service member (other than the covered servicemember's spouse, domestic partner, parent, or child) or (ii) the person who the covered servicemember has designated in writing as their nearest blood relative for purposes of Military Caregiver Leave.
- d. **Parent of a covered servicemember:** A “parent of a covered servicemember” is a covered military servicemember's biological, adopted, step or foster parent or any other individual who stood in loco parentis to the covered servicemember when the covered servicemember was a child. The definition does not include parents “in-law.”
- e. **Single 12-month leave period:** A “single 12-month leave period” means the period beginning on the first day the employee takes leave to care for the covered servicemember and ending 12 months after that date.
- f. **Child of a covered servicemember:** A child of a covered military servicemember is of any age and is a biological, adopted, or foster child, stepchild, or legal ward of a covered servicemember or someone for whom the covered servicemember stood in loco parentis when that person was a child.

2. **Leave Entitlement** An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single 12-month leave period. For purposes of this type of Family and Medical Leave only, a single 12-month leave period is the period beginning the first day an employee takes leave to care for the covered service member and ends twelve (12) months after that date.
3. 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 12-month period.
4. If an eligible employee does not use all of their 26 workweeks of leave entitlement to care for a covered servicemember during this single 12-month leave period, the remaining part of the 26 workweeks entitlement to care for the covered servicemember for that serious injury or illness is forfeited.
5. **Reduced Schedule or Intermittent Leave** This leave may be taken on an intermittent or reduced schedule basis. If the employee's need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the employee should consult with their supervisor and make a reasonable effort to schedule the treatment so as to minimize the disruption to the University's operations. In addition, if the need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the University may require the employee to transfer temporarily (during the period when intermittent or reduced schedule leave is required) to an alternative position for which the employee is qualified and that better accommodates recurring periods of leave than the employee's regular position.
6. **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 information) establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave, their relationship with the employee, and an estimate of the leave needed to provide the care.
7. **Substitution of Paid Leave Benefits for Military Caregiver Leave.** Employees may elect to use Pay for Family Care and Bonding (PFCB) if they meet the criteria set forth in Section B.1, above. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute accrued vacation, compensatory time off, and/or up to twelve (12) workweeks of sick leave for unpaid Military Caregiver Leave. If an employee wishes to take unpaid Military Caregiver Leave and the employee's vacation accrual balance is at the maximum, the employee will be required to use at least 10 percent of accrued vacation prior to taking unpaid Military Caregiver Leave.

J. Family and Medical Leave – Qualifying Exigency Leave

An eligible employee who is the spouse, domestic partner, child, or parent of a covered servicemember may take Qualifying Exigency Leave to attend to any qualifying exigency (as defined below) when the covered servicemember is on covered active duty or call to active duty (or has been notified of an impending call or order to active duty).

1. **Definition of Terms**

- a. **Covered active duty or call to active duty status:** For purposes of Family and Medical Leave – Qualifying Exigency Leave, “Covered active duty or call to covered active duty status” is defined as (1) in the case of a member of the regular Armed Forces, duty during the deployment to a foreign country or (2) in the case of a member of the Armed Forces Reserve, duty during the deployment to a foreign country under a Federal call or order to active duty in support of a contingency operation, during a war, or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

- b. Covered servicemember: A “covered servicemember” is on “active duty or call to active duty status” and is either (i) 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, (ii) 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 (iii) a retired member of the regular Armed Forces or the Reserves.
  - c. Parent of a covered servicemember: For purposes of Family Medical Leave – Qualifying Exigency Leave, a “parent of a covered servicemember” is a covered servicemember’s biological, adopted, step or foster parent or any other individual who stood in loco parentis to the covered servicemember when the covered servicemember was a child. The definition does not include parents “in-law.”
  - d. Child of a covered servicemember: A child of a covered servicemember is of any age and is a biological, adopted, or foster child, stepchild, or legal ward of a covered servicemember or someone for whom the covered servicemember stood in loco parentis when that person was a child.
2. Qualifying Exigency A Qualifying Exigency is defined as any one of the following, provided that the activity relates to the covered servicemember’s active duty or call to active duty status:
- a. Short notice deployment to address issues that arise due to a covered servicemember being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment.
  - b. Military events and activities, including official ceremonies.
  - c. Childcare and school activities for a child of the covered servicemember who is either under the age of 18 or incapable of self-care.
  - d. Financial and legal arrangements to address the servicemember’s absence or to act as the covered servicemember’s representative for purposes of obtaining, arranging, or appealing service benefits while the covered servicemember is on active duty or call to active duty status and for the ninety (90) days after the termination of the covered servicemember’s active duty status.
  - e. Counseling (provided by someone other than a health care provider) for the employee, for the covered servicemember, or for a child of the covered servicemember who is either under age 18 or incapable of self-care.
  - f. Rest and recuperation (up to fifteen (15) days of leave for each instance) to spend time with a covered servicemember who is on short-term, temporary rest and recuperation leave during deployment.
  - g. Post-deployment activities to attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the covered servicemember’s active duty and to address issues that arise from the death of a covered servicemember while on active duty status.
  - h. Parental care for the parent of the servicemember when the parent is incapable of self-care.
  - i. Additional activities related to the covered servicemember’s active duty or call to active duty status when the University and the employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.
3. Reduced Schedule or Intermittent Leave. Qualifying Exigency Leave 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 servicemember’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. Substitution of Paid Leave Benefits for Qualifying Exigency Leave. Employees may elect to use Pay for Family Care and Bonding (PFCB) if they meet the criteria set forth in Section B.1, above. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute accrued vacation or compensatory time off for unpaid Qualifying Exigency Leave. If an employee wishes to take unpaid Qualifying Exigency Leave and the employee's vacation accrual balance at the maximum, the employee will be required to use at least 10 percent of accrued vacation prior to taking unpaid Qualifying Exigency Leave.
6. Notice. The employee shall provide notice of the need for leave as soon as practicable, pursuant to Section A.5, above.

K. 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.

1. A qualified leave period for this type of leave means the period during which the qualified member is on leave from deployment during a period of military conflict. An eligible employee will be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period. Qualified member and Period of Military Conflict are terms defined below:
  - a. Qualified Member: For purposes of Military Spouse/Domestic Partner Leave, a "qualified member" is a person who is (1) a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, (2) a member of the National Guard who has been deployed during a period of military conflict, or (3) a member of the Reserves who has been deployed during a period of military conflict.
  - b. Period of Military Conflict: For purposes of Military Spouse/Domestic Partner Leave, a "period of military conflict" is a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty as defined in Military & Veterans Code Section 395.10.
2. To be eligible for this leave, an employee must satisfy all of the following criteria:
  - a. Be a spouse or domestic partner of a qualified member,
  - b. Perform services for the University for an average of twenty (20) or more hours per week,
  - c. Provide the University with notice of the employee's intention to take the leave within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, and
  - d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.
3. An employee may elect to substitute accrued vacation or compensatory time off for unpaid Military Spouse / Domestic Partner Leave. If an employee wishes to take unpaid Military Spouse / Domestic Partner Leave and the employee's vacation accrual balance is at the maximum, the employee will be required to use at least 10 percent of accrued vacation prior to taking unpaid Military Spouse / Domestic Partner Leave.

L. Personal Leave

A career employee may be granted a leave without pay for personal reasons at the discretion of management. Reinstatement shall be to the same or, at the department's discretion, a similar position in the same department 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 actually been working during the leave period, the employee shall be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 19, Layoff and Reduction in Time, Article 18, Discipline & Dismissal, and Article 6, Limited Appointment.

M. Catastrophic Leave Donation Program

1. Employees are eligible to participate in the Catastrophic Leave Donation Program, as recipients and donors, consistent with the local campus guidelines.
2. Employees may submit an application for the Catastrophic Leave Donation Program when they have exhausted all but their last 40 hours of paid leave.

N. Voluntary Civil Service Leave

1. An employee who performs emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel generally may take unpaid time off to perform emergency duty when required. An employee who performs emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue may take up to a total of fourteen (14) days of unpaid leave per calendar year to engage in fire, law enforcement, or emergency rescue training.
2. An employee who is a volunteer member of the California Wing of the Civil Air Patrol who is directed and authorized to respond to an emergency operational mission may take unpaid leave to perform such emergency duty, provided that the employee has been employed by the University for at least ninety (90) days immediately preceding the commencement of leave. Such leave shall be granted for a period not to exceed ten (10) days per calendar year.
3. Employees may elect to substitute accrued vacation or compensatory time off for leave without pay.
4. Employees may be required to provide documentation of participation in emergency duties or training.

O. Administrative Leaves

Eligible employees may be granted administrative leave to participate in specified University and civic activities, or because of natural or other emergencies.

1. **Jury and Witness Duty, Including Grand Jury Duty.** A full-time or part-time employee on any shift or work schedule shall be granted administrative leave for actual time spent on jury duty or as a witness when served with a subpoena and in related travel, not exceed the number of hours in the employee's normal work day and the employee's normal work week. Administrative leave granted for jury or witness duty shall be with pay if the employee is appointed to a career position. Otherwise, administrative leave granted for jury or witness duty shall be without pay.
2. **University Proceedings.** An employee may be granted leave with pay during regularly scheduled hours of work to attend University meetings or functions as designated by the Department Head. When an employee is required to attend administrative or legal proceedings on behalf of the University, attendance is counted as time worked.
3. **Voting Privileges.** An employee shall be granted leave with pay, up to a maximum of two hours, for voting in a statewide primary or general election if the employee does not have time to vote outside of working hours. Any additional time off shall be without pay.
4. **Administrative Leave for Emergencies.** The Chancellor may grant administrative leaves with pay for a specified duration due to natural or other emergencies, or an employee may request unpaid leave for that purpose.
  - a. To be eligible, an employee must be scheduled to work and is not on paid or unpaid leave on the day(s) of the emergency, and the employee must coordinate leave requests with their supervisor and the coordinator on the campus handling emergency response requests and issues.
  - b. An employee who wishes to participate in emergency response efforts with agencies that have requested assistance (e.g., FEMA, the Red Cross) may be granted administrative leave with pay for a period of time determined in accordance with campus procedures, depending upon the particular circumstances of the emergency. To be eligible for this type of leave under these circumstances, the employee must be scheduled to work and not on paid or unpaid leave on the day(s) when they are participating in the emergency response efforts.



5. **Curtailment Leave.** The campus may curtail operations on a department-by-department basis for specific periods of time. Employees may continue to accrue vacation and sick leave credits during an unpaid curtailment leave for up to three (3) days. Employees may elect to substitute accrued vacation and/or compensatory time off for leave without pay. During a curtailment leave, employees with insufficient vacation accrual balances may use up to three (3) days of vacation credits prior to their actual accrual. Any employee may request to work during a closure. It is in management's sole discretion to grant or deny any such request.
6. **Leave for Blood Donation.** An employee is eligible for an administrative leave with pay for up to two (2) hours to donate blood. Time taken to donate blood is not considered time worked for purposes of computing overtime pay for employees.

P. Other Leaves

1. **School Suspensions.** An employee who is the parent or guardian of a child who has been suspended from school may take time off to appear at the school in connection with that suspension. The employee must provide reasonable notice and may elect to use accrued vacation, compensatory time off, and/or unpaid leave for this purpose.
2. **School Activities.** An employee who is the parent, guardian, or grandparent with custody of a child in grades Kindergarten through 12, or a child attending a licensed day care facility, may take off up to 40 hours per calendar year (but no more than eight hours in any one calendar month) to participate in activities of the school or licensed day care facility. The employee must provide reasonable notice and may elect to substitute accrued vacation and/or compensatory time off for this purpose. At the supervisor's discretion, the employee may be required to provide documentation from the school or licensed day care facility as proof that the employee participated in the activity on a specific date and at a particular time.
3. **Victims of Domestic Violence, Sexual Assault or Stalking.** An employee who is a victim of domestic violence, sexual assault, or stalking may take leave from work to obtain, or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other court assistance, to help ensure the employee's own health, safety, or welfare or that of the employee's child. An employee also may take leave to:
  - a. Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
  - b. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
  - c. Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
  - d. Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Employees should provide reasonable advance notice, if foreseeable, or as soon as possible under the circumstances, depending on the nature of the leave taken under this Section. Employees may elect to substitute accrued vacation, sick leave and/or compensatory time off for unpaid leave.

4. **Victims of Serious or Violent Felonies.** An employee who is a victim of a crime, or who is a family member of a victim may take unpaid leave to attend judicial proceedings related to the crime. Employees must provide reasonable notice and may elect to substitute accrued vacation, sick leave, and/or compensatory time off for unpaid leave. The University will protect the confidentiality of records regarding an employee's absence from work for these reasons.
  - a. Before an employee may be absent from work for these reasons, the employee will provide a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible.

- b. When advance notice is not feasible, the employee will, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

#### **ARTICLE 17. Classifications**

- A. **General.** Bargaining unit employees' level and scope of assigned duties shall be documented in their job descriptions which shall be established and classified by the University. The University and the Union agree that employees should be assigned work consistent with the employee's job description.
- B. **Series Concepts and Classifications.** The positions in the bargaining unit are defined in Article 1, Recognition. Series Concepts are written job standards and specifications for positions in the bargaining unit. A classification for a specific position is determined by the University based on the majority of duties and responsibilities in a given position. The University agrees to provide Teamsters Local 2010 with notice of any revisions to the Series Concepts for bargaining unit positions.
  1. An employee who performs lead work as outlined in the series concepts shall be classified appropriately in a lead title. A skilled trades worker who performs lead duties on a temporary basis shall be paid a stipend pursuant to Article 10, Promotion & Temporary Assignment.
- C. **Classification Review.** During the term of this Agreement, the Union may submit requests for a classification review to the Manager of Compensation, in Human Resources. Compensation will review and respond to the Union's request within 90 (ninety) days after receiving the submission, unless the Union and the University mutually agree to an extension.
- D. Disputes arising from this Article are not subject to the Grievance or Arbitration procedures but may only be reviewed through Article 22, Complaint Procedure.

#### **ARTICLE 18. Discipline and Dismissal**

- A. **Definitions**
  1. **Discipline.** Discipline occurs when any of the following actions is taken with respect to any employee: written warning, suspension, disciplinary demotion.
  2. **Dismissal.** A Dismissal is the termination of the employment of a non-probationary regular status employee initiated by the University for any of the reasons set forth in this article.
  3. **Demotion.** A Demotion is the assignment of an employee from their current position to a position in a class having a lower salary maximum, or to a position at a lower rate of pay, when such assignment is made for disciplinary reasons.
  4. **Job Abandonment.** Job Abandonment occurs when an employee fails to notify the University of their absence for five (5) consecutive assigned work days. Job Abandonment is not Dismissal under the terms of this Agreement.
- B. **Grounds for Discipline and Dismissal**

A regular status employee may be disciplined or dismissed for just cause. For purposes of illustration but not limitation, such action may be taken for the following: violations of this Agreement, abuse of leave provisions, substance abuse, dishonesty or theft, violation of University rules, unauthorized absence, absenteeism, tardiness, insubordination or misconduct, unsatisfactory performance, or inability to perform the requirements of their job.

### C. Notice of Intent

The University may discipline without prior Notice of Intent by written warning or suspension without pay for five (5) days or less. The University shall provide written notice, as described in Part C.2-5, below, of intent to discipline by suspension without pay for more than (5) working days, disciplinary demotion, or dismissal.

1. A written Notice of Intent to suspend for more than five (5) working days without pay, to demote; or to dismiss shall be given to the affected 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 mailing 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 their current mailing address and of any change in such address, and the information so provided shall constitute "the employee's last known mailing address." The date of delivery or mailing shall be the "date of issuance" of the Notice. The University shall email the Notice of intent to the designated Union representative(s).
2. The Notice shall:
  - a. inform the employee of the intended disciplinary action and the effective date of the action;
  - b. provide a brief explanation of the action, including where appropriate, illustrative materials;
  - c. inform the employee of the right to respond, the person to whom any response must be directed, and the fact that such response must be received by said person within ten (10) work days of the date of issuance of the Notice; and
  - d. inform the employee of their right to representation.
3. 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) work 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 and the Union of any action to be taken. Such action to be taken may not include discipline any more severe than that described in the Notice. However, the University may reduce such discipline without the issuance of a further Notice of Intent.
4. Union Notification. When discipline exceeds a letter of warning, a copy of the notice of the final action taken will be sent to Teamsters Local 2010 within three (3) business days. The Union is responsible for keeping the University informed of the name and contact information for the designated representative(s).

### D. Investigatory Leave

1. 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. The employee will be on paid administrative leave status for the duration of the leave.
2. An employee placed on an investigatory leave must be notified in writing within no later than one (1) business day after commencement of the leave. The written notice must include the reason(s) for the leave and the expected duration of the leave. The notice will also direct the employee to remain available to speak with and provide information to the University investigator upon request. A copy of the investigatory leave notice will be sent to Teamsters Local 2010 within three (3) business days of commencement of the leave.

E. Written Warning

Dismissal shall be preceded by at least one written warning, except in 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.

F. Records

Disciplinary action records as well as counseling memoranda (including letters of concern and letters of expectation) are in effect from the date of issuance until eighteen (18) consecutive months have transpired without any further disciplinary action as defined in this Article. At the employee's written request, disciplinary letters as well as counseling memoranda (including letters of concern and letters of expectation) no longer in effect shall be removed from the employee's file. The employee may, at any time, submit written responses to disciplinary actions for inclusion in the employee's file.

G. Relation to Grievance Procedures

Disputes regarding oral reprimands, letter of concern, and release of probationary and limited appointment employees, are excluded from the Grievance and Arbitration procedures of this Agreement. Written warning, unless used as a basis for subsequent disciplinary suspension or discharge, are not subject to the Arbitration Article of this Agreement.

H. Job Abandonment

Failing to report to work as scheduled for five (5) consecutive workdays without notice may be considered job abandonment.

1. The University will provide the employee with a written Notice of Intent to separate due to job abandonment. The Notice shall be sent to the employee's last known mailing address. The Notice must include the reason(s) for the separation and a statement that the employee has the right to respond either orally or in writing within ten (10) workdays. A copy of the Notice will be sent to the Union within three (3) business days.
2. The Notice of Intent will advise the employee that they have the option to respond orally or in writing to the notice and the Notice will identify the designated official for a response. The designated official will be someone who has the authority to effectively make recommendations on the final University decision.
3. After the employee has responded or after ten (10) business days, whichever comes first, management will review the response, if any, and issue a final decision. The employee's separation from employment will be effective as of the final decision date. The University's decision is not subject to the Grievance or Arbitration provisions of this Agreement.

**ARTICLE 19. Layoff and Reduction in Time**

This Article covers Indefinite Separation and Reduction in Time, Temporary Layoff and Reduction in Time, and Transfer of an employee to a limited appointment position resulting from the elimination of a career position.

A. Responsibility

1. The department head shall determine when Indefinite or Temporary Layoffs are necessary due to a lack of work or lack of funds. The department head shall minimize Indefinite Layoffs from career positions by first reviewing the necessity for existing limited appointment positions within the department. When a vacancy exists within the unit is an active career position in other classes in the department which are at the same salary level (as determined by the salary range maximum) as the employee's current position, the department head shall reassign an employee scheduled for Indefinite Layoff to that position, provided the employee is qualified to perform the duties of that position.

2. The department head has the authority to lay off an employee for an indefinite period after reviewing the proposed action with the Personnel Manager and Affirmative Action Coordinator/Officer.
3. Personnel Manager  
The Personnel Manager shall assist the department head and make a reasonable effort to assure that an employee scheduled for Indefinite Layoff from a career position has the opportunity to be considered for transfer to another position for which the employee is qualified.

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

1. Whenever a Layoff or Reduction in Time from a career position is temporary for a specified period of less than four (4) calendar months, the provisions of Section "A.3," above, and Sections "C.1," through "D.9," 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 30 calendar days prior to the effective date.
3. If an Indefinite Layoff or Indefinite Reduction in Time should occur during a Temporary Layoff or Temporary Reduction in Time, the procedures for Indefinite Layoff or Indefinite Reduction in Time shall be applied.

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

1. Indefinite Layoff and Reduction in Time is effected by department and by class (title code). The order of Indefinite Layoff and Reduction in Time of Employees in the same class within a department shall be in inverse order of seniority, except that the department head may retain employees irrespective of seniority who possess special skills, knowledge, or abilities which are not possessed by other employees in the same class. All such exceptions shall be documented and shall be reviewed by the Personnel Manager.
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 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 Reduction in Time. 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, preferential rehire and unemployment insurance processes.

**D. Reemployment from Indefinite Layoff**

1. Right to Recall to Layoff Department  
A regular status employee who is separated or whose time is reduced because of an Indefinite Layoff shall be recalled 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, or craft if applicable, and department and at the same or lesser percentage of time as the position held by the employee at the time of layoff. Right to Recall is not extended to an employee who has not attained regular status.

2. Preference for Reemployment or Transfer in Layoff Department or Other Departments  
A regular status employee who is separated or whose time is reduced because of Indefinite Layoff or who has received written Notice of Indefinite Layoff or Reduction in Time within the two (2) calendar months prior to the Layoff shall be granted preference within the UCSB 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 campus,
- b. at the same salary level or lower (as determined by the salary range maximum), and
- c. at the same or lesser percentage of time as the position held by the employee at the time of layoff.

Preference for reemployment or transfer is not extended to an employee who has not attained regular status.

3. Department heads may reject a regular status employee with Preference for Reemployment or transfer only if the employee lacks qualifications required of the position. Reasons for non-selection shall be provided by the department head in writing to the Personnel Manager with a copy to the Union.

4. Reemployment at Another University Location

The Personnel Manager shall be responsible for assisting a regular status employee on Indefinite Layoff who wishes to be considered at another campus or laboratory.

5. Continuation of Right to Recall and Preference for Reemployment

- a. A regular status employee shall have the right to recall for three years from the date of layoff.
- b. A regular status employee with less than five (5) years of seniority shall have Preference for Reemployment for one (1) year from date of layoff.
- c. 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.
- d. An employee with ten (10) years or more of seniority shall have Preference for Reemployment for three (3) years from date of layoff.
- e. 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.
- f. Right to Recall and Preference for Reemployment continue during, but are not extended by, temporary periods of employment in casual positions.

6. 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 department and class, or craft if applicable, 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 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.

7. In addition, Preference for Reemployment terminates if an employee accepts any career position.

8. Right to Recall and Preference for Reemployment are suspended when an employee does not respond to written notice of an employment opportunity. However, upon written request of the employee, and approval of the Personnel Manager, both Recall and Preference may be reinstated.

9. Service Upon Reemployment

Reemployment within the period of Right to Recall and Preference for Reemployment or from Temporary Layoff provides continuity of service. Benefits and seniority accrue only when on pay status.

E. Other Provisions

1. Effect on Benefits

An employee on Indefinite or Temporary Layoff or Furlough 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 when the employee's earning are insufficient otherwise to 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 20. Subcontracting**

A. The University reserves the right to subcontract unit work, including the right to continue subcontracting that work which has been subcontracted in the past. The University will comply with applicable UC policies as well as state regulations and legislation governing contracting out maintenance work. Where possible, the University shall make reasonable efforts to perform unit work in-house. The University shall take the following factors into account prior to subcontracting work normally performed by bargaining unit members:

1. The availability of bargaining unit employees to perform the work to be contracted out;
2. Whether the available bargaining unit employees have necessary skills, certifications or licensures needed to perform the work;
3. Whether or not the work could be completed within the time constraints applicable to the project;
4. The availability of required materials and/or equipment necessary to complete the project;
5. The cost involved in performing the work in house versus contracting out that work; and/or
6. The skilled trades work is needed to address an emergency. An emergency may include, but is not limited to, the need to prevent the stoppage of University operations or to ensure the continuous operations.

B. Subcontracting will be a standing agenda item at Labor-Management meetings scheduled in accordance with Article 34, Labor-Management Relations. Requests for information regarding contracts should be directed to the Manager, Employee & Labor Relations or designee.

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.

D. Upon written request by the Union, no more than four times per year, the University shall provide a summary of subcontracted unit work which was not required to be contracted out pursuant to UC policies, state regulations or legislation. For the purposes of this Article only, subcontracted work is that work which is Maintenance work or work which is less than \$50,000 in total, or painting work which is less than \$25,000 in total. In addition, Union stewards will be allowed to attend pre-bid conference planning meetings.

E. Contracts for bargaining unit work which is not required to be contracted out by UC policies, state regulations or legislation shall not displace unit employees. "Displacement" means demotion, layoff or involuntary reduction in time.

## **ARTICLE 21. Unit Work**

Supervisors and other non-unit employees shall not normally perform the work of unit employees. However, Management reserves the right to assign supervisors or other non-unit employees to perform unit work in the event of emergencies requiring immediate action to protect life, safety and health, prevent economic loss or property damage as well as respond to major emergencies, defined as a catastrophic event substantially impacting the campus, including but not limited to earthquakes, floods, acts of terrorism or public health emergencies.

## **ARTICLE 22. Complaint Procedure**

### **A. Definition**

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 and Arbitration procedures of this Agreement.

### **B. Procedure**

1. The employee shall request a meeting with the department head or designee to discuss their concerns for possible resolution. If the complaint is not resolved in the informal meeting, the employee may request a meeting, in writing or by email, with the Human Resources Director or designee within fourteen (14) calendar days of the date of the informal meeting.
2. If the employee requests a meeting, the Human Resources Director or designee and the complainant shall meet to discuss the employee's complaint. The complainant may be represented by the Union's (non UC employee) business representative and/or Steward of the Union. The complainant may present support for their contentions through other employees.

### **C. Limitations**

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

## **ARTICLE 23. Grievance Procedure**

### **A. Definition, Standing, Consolidation, and Representation**

#### **1. Definition**

A grievance is a claim during the term of the Agreement that the University has violated a written provision of this Agreement.

#### **2. Standing**

A grievance may be brought to the attention of the University through this procedure by an individual employee or group of employees within the bargaining unit or by the Union. A grievance may not be brought through this procedure by the University.

#### **3. Consolidation**

Grievances brought by, or related to, two or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may 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 another Union Representative shall have the right to be present at grievance meetings.



## B. Procedure

### 1. Step 1- Informal Review

As soon as practicable, the employee shall attempt to discuss the grievance with their immediate supervisor. All parties shall informally attempt a resolution of the matter before a formal written grievance may be filed. Informal resolutions, although final, shall not be precedent-setting. If the complaint is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

### 2. Step 2- Department Review

A formal Grievance must be filed in writing on the agreed upon form available in Appendix B. The agreed upon form may be amended by mutual agreement of the parties. The Employee & Labor Relations Manager, Human Resources, or designee must receive the written grievance within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first. Grievance forms may be hand-delivered or emailed to the University and must be received prior to 5:00pm of the last day of the filing period. Attempts at informal resolution do not extend time limits unless a written exception is granted in advance by the Employee & Labor Relations Manager or designee.

#### a. Formal grievances must set forth:

1. the specific article and section of the Agreement alleged to have been violated;
2. the action grieved and how it violated the above-mentioned provision;
3. the date of action grieved;
4. how the grieving employee was adversely affected; and
5. the remedy requested.

b. Within twenty (20) calendar days of the receipt of the formal grievance, the grievant and the department (and/or the designated University official) shall meet to discuss the grievance, unless the parties mutually agree to waive the meeting. If either the grievant, union representative or University requests a meeting, one shall be conducted as soon as reasonably possible within the twenty (20) calendar day period to discuss the grievance.

c. The designated University official shall render a written decision within fifteen (15) calendar days following the date of the close of the grievance meeting or agreement to waive the grievance meeting. A copy of the decision will be mailed to the grievant and to the Union at the official address on file, as communicated by the Union. A copy of the decision shall also be provided by email to each of the Union representative(s) identified on the grievance form.

### 3. Step 3- Appeal

If the grievance is not satisfactorily resolved at Step 2, an appeal may be submitted in writing by the grievant(s) or their representative(s) to Employee & Labor Relations. The written appeal must be submitted by email to Employee & Labor Relations within fifteen (15) calendar days of the date the University's Step 2 written answer was issued or due. If the grievant(s) or Teamsters Local 2010 do not appeal the grievance to Step 3 by the deadline, the grievance shall be considered withdrawn and ineligible for further processing.

- a. The Step 3 appeal shall identify all unresolved issues, alleged violations and proposed remedies. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- b. Unless the parties agree otherwise, the Divisional Vice Chancellor or designee shall convene a meeting with the grievant(s) and the Union representative(s), if any, to attempt to resolve the grievance. The meeting shall be convened no later than twenty (20) calendar days following receipt of the appeal to Step 3. During the Step 3 meeting, the parties shall discuss information and contentions relative to the grievance.

c. The Divisional Vice Chancellor or designee shall issue the University's written answer to a Step 3 appeal within 30 calendar days of the receipt of the appeal. The University's decision shall be sent to the grievant(s) and their Union representative(s). Where the grievant(s) is not represented by the Union, a copy of the decision shall be sent to the Union.

4. The Union may refer the grievance to arbitration, where eligible, within thirty (30) calendar days after the Union's receipt of the University's Step 3 decision.

C. Time Limits

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

D. Pay Status

Whenever the University and the Union convene a meeting to resolve grievances mutually 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 may be released from work with reasonable advance request and granted Leave With Pay for reasonable time spent in meetings. Time spent in preparation of a grievance shall not be on pay status unless specific prior approval has been requested by the employee and granted by management. Requests for release time should be made in accordance with Article 33, Union Stewards. A reasonable amount of time spent during scheduled work hours in investigation of a grievance prior to formal filing shall be granted on pay status.

E. Notification to the Union

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

## **ARTICLE 24. Arbitration Procedure**

A. Request for Arbitration

A request for arbitration may be made only by the Union and only after exhaustion of the grievance procedure. The request for arbitration must be received by the Employee & Labor Relations Manager or designee within thirty (30) calendar days of the receipt of the campus grievance decision by the Union from the designated University official. Requests for arbitration may be mailed, hand-delivered or emailed to the University per the instructions set out in the Grievance Form in Appendix B, and must be received prior to 5:00pm of the last day of the filing period.

B. Selection of Arbitrators

Within twenty (20) 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 (AAA). Upon receipt of the AAA list, the parties shall meet and each shall eliminate the name of three (3) Arbitrators from the list and the remaining person shall be the Arbitrator. The Union and the University agree to alternate which party 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 fact, the Arbitrator's conclusions as to the violations of the Agreement, if any, and, where appropriate, a remedy.
7. 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 23, Section B., Paragraph 2. The Arbitrator shall have no jurisdiction to decide issues not specifically identified on the initial grievance form filed by the Union.
8. The Arbitrator's fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne by the party requesting such services or facilities unless the parties agree otherwise in advance.

D. Decision and Remedy

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in Section D.2., below, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, subject to the general principles of mitigation. 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 greater than forty-five (45) calendar days prior to the date of the informal review, Step 1, of the grievance procedures.

E. Released Time and Pay Status

1. 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 released time with pay shall be granted to the employee(s) involved so long as a written request for released time is received at least twenty-four (24) hours in advance. Employees so released shall be granted Leave With Pay. When an Arbitration Hearing or a meeting occurs outside an employee's scheduled work time, no employee released time shall be granted.
2. 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.
3. Time spent by the grievant(s) or Union representative in investigation and preparation for an Arbitration Hearing shall be on Pay Status as follows:
  - a. Up to a maximum of ten (10) hours per month not to exceed fifteen (15) hours per case in total, will be granted to bargaining unit employees for the preparation of a case that has been scheduled for hearing in arbitration; and

- b. A request for release time described in subsection (a) must be made to the grievant's and/or the representative's immediate supervisor at least twenty-four (24) hours in advance of the activity.

#### **ARTICLE 25. Safety**

- A. It is the duty of the University to make a reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner.

It is the duty of all employees covered by this agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, 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 they 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 official, the employee may be ordered to perform the work. If the safety matter is not resolved satisfactorily, the Union may consult with the Labor Relations Manager, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations.

- B. Disputes concerning this Article shall not be subject to the Arbitration procedure of this Agreement.

#### **ARTICLE 26. 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 recommendations. The Committee's recommendations are advisory and are not subject to the Grievance or Arbitration provisions of this Agreement.

#### **ARTICLE 27. Protective Clothing, Equipment & Uniforms**

- A. Protective Clothing & Equipment. Protective clothing and safety equipment protects the employee from exposure to hazardous working conditions. In cases where a Department requires that employees covered by this Agreement to wear protective clothing and use safety equipment, the department will provide and maintain protective clothing and equipment. If the Department requires employees covered by this Agreement to wear protective shoes while working, the Department shall either:

1. Reimburse an employee for the cost up to a maximum of \$300 per year toward the actual purchase of protective shoes which are approved by the Department; or
2. Directly reimburse a designated vendor for protective shoes for an employee in an amount not to exceed \$300. If the employee selects a protective shoe that exceeds \$300, they will be responsible for paying the vendor the difference.

- B. Uniforms. Uniforms are attire, excluding shoes, which are worn for the purpose of ready visual identification of department personnel. In cases where a Department requires employees to wear-uniforms, the Department will provide and maintain those uniforms.

1. If a Department does not require uniforms to be worn, then each bargaining unit employee in the department shall receive \$200 at the end of the first pay period in July of each year of this Agreement as a clothing allowance for purchase, replacement and laundering costs.
2. Clothing allowances paid to employees are subject to applicable state and federal taxation as required.

**ARTICLE 28. Parking**

The University shall provide parking and parking-related services to the same extent and under the same conditions and fees as normally provided for other unrepresented University non-management staff employees. The University shall limit parking rate increases as specified in the chart below.

Permit Name	Permit Description	2021-22 Current Rates	2022-23 (cap level)	2023-24 (cap level)	2024-25 (cap level)	2025-26 (cap level)
"B" Annual or "B" Multi-Year (Monthly Rate)	Annual or Multi-Year Staff Permit	\$37.50	+\$10	+\$10	+\$10	+\$10
"B" Quarterly (Fall/Winter/ Spring/ Summer)	Quarterly Staff Permit	\$120	+\$32	+\$32	+\$32	+\$32
"B" One-Month	One-Month Only Staff Permit	\$56	+\$10	+\$10	+\$10	+\$10
"M" Motorcycle (Monthly Rate)	Annual Motorcycle Permit	\$0*	+\$10	+\$10	+\$10	+\$10
"B" Carpool (Monthly Rate)	Annual Carpool Permit	\$18.75**	+\$10	+\$10	+\$10	+\$10
"N/WE" Annual or Monthly (Monthly Rate)	Annual or One-Month Night & Weekend Permit	\$16	+\$10	+\$10	+\$10	+\$10
<p>*Permit requirement for motorcycles currently suspended during pilot period. Campus may reinstate the rate of \$18.75 per month, plus annual increases within agreed cap level. Campus will provide 30-day notice to union prior to reinstating the rate.</p> <p>**Carpool permit is at a reduced rate during pilot period. Campus may reinstate the rate to the same amount as the Annual and Multi-Year Rate, plus annual increases within agreed cap level. Campus will provide 30-day notice to union prior to reinstating the rate.</p>						

**ARTICLE 29. 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 the University travel regulations.

## **ARTICLE 30. Medical Separation**

A. **General.** A non-probationary employee who becomes unable to perform the essential, assigned functions of the employee's position due to a disability, with or without accommodation, may be medically separated. An employee who is medically separated is eligible for special reemployment procedures as set forth in Section E., below. An employee in the skilled craft unit shall not be separated under this Article while the employee is drawing accrued Sick Leave or while the employee is receiving Extended Sick Leave. However, the employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of Sick Leave or Extended Sick leave and if the employee is afforded all rights provided by the employee's Retirement System.

B. **Basis for Separation.**

There are two circumstances in which medical separation is appropriate:

1. **Medical Separation- Departmental Action.** A medical separation shall be based on:
  - a. a written statement by the Department Head describing the essential functions the employee is not performing; and
  - b. a written review prepared by the Disability Manager or designee documenting that the interactive process was conducted.
2. **Medical Separation- Disability Retirement.** A medical separation may be based on:
  - a. documentation establishing the employee's receipt of (or approval to receive) disability payments from a Retirement System to which the University contributes, such as UCRP or PERS.

C. **Procedures.**

A medical separation shall be effected by the department head after review by the Disability Manager and agreement by the Human Resources Director.

1. Prior to medical separation, the University will engage in the interactive process in accordance with the provisions of Article 31, Reasonable Accommodation. As part of the interactive process, the employee will be offered the option to explore reassignment, if appropriate. An employee medically separated under this Article is eligible for special reemployment as described in Section E.
2. The University may request that the employee provide documentation from the employee's health care provider to confirm that the employee has a disability identify the employee's functional limitations. The employee has an obligation to promptly comply with such requests. The information in this documentation may be subject to confirmation by the University. When the University determines that such confirmation is necessary, the University may require that the employee be examined by a University-appointed licensed health care provider. In such circumstances, the University will pay the costs of the examination and reimburse the employee for any reasonable out-of-pocket travel expenses incurred in connection with the examination.

D. **Notices**

1. **Notice of Intent**

An employee shall be given advance written notice of the intention to medically separate the employee. A copy of the notice of intent shall be provided to Teamsters Local 2010. The notice shall:

- a. state the reason for the Medical Separation;
- b. include copies of the Department Head's statement and any other pertinent material considered; and
- c. state that the employee has the right to respond in person or through an agent within eight (8) calendar days from the date of issuance of the notice of intent to medically separate.

2. **Notice of Separation**

After the employee's response or eight (8) calendar days from the date 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 advance written Notice of Medical Separation. A copy of the notice shall be provided to Teamsters Local 2010. The Notice shall:

- a. specify the effective date of Separation; and
- b. state the employee's right to appeal.

3. **Effective Date**

The effective date of Separation shall be at least ten (10) calendar days from the date of issuance of Notice of Separation or eighteen (18) calendar days from date of issuance of Notice of Intention to Separate, whichever is later.

E. **Special Reemployment Procedures**

For a period of one year following the date of a Medical Separation, a former regular status employee may be selected for a position without the requirement that the position be publicized. However, if the former employee is receiving disability benefits from a Retirement System to which the University contributes, the period shall be three years from the date the benefits commenced.

F. **Service upon Reemployment**

If a regular status employee separated under this Article is reemployed in the skilled craft unit within the allowed period, a break in service does not occur.

### **ARTICLE 31. Reasonable Accommodation**

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

B. **Reasonable Accommodation.**

Consistent with applicable law, the University will provide reasonable accommodation to an otherwise qualified employee who has a disability or has become disabled and as a result needs assistance to perform the essential functions of the employee's current position. The interactive process will be used to determine what, if any, reasonable accommodation will be made. An employee who becomes disabled shall be informed of available options for reasonable accommodation and the University's disability accommodation procedures during the interactive process. The University need not provide a requested accommodation if doing so would pose an undue hardship. This determination is made on a case-by-case basis. An undue hardship is defined as any action requiring significant difficulty or expense.

C. **The Interactive Process.**

The interactive process will be initiated by the University when the employee formally or informally requests an accommodation or the University otherwise has reason to believe that the employee may need assistance in performing the essential functions of the employee's current position due to a disability.

1. The interactive process is an ongoing dialogue between the employee with a disability and appropriate representatives of the University about possible options for reasonably accommodating the employee in the employee's current position. Options may include, but are not limited to: a modified work schedule; a leave of absence; reassignment; modified equipment; assistive devices; modification of existing facilities; and restructuring the job. The University will coordinate the interactive process. Both the University and the employee are expected to participate in the interactive process in good faith.
2. During the interactive process, the University considers information related to: the essential functions of the job; functional limitations; possible accommodations; the reasonableness of possible accommodations; and implementation of a reasonable accommodation. The information will be used by the University to determine what, if any, reasonable accommodation will be made.
3. Upon request by the employee, an employee's representative shall participate in the interactive process.

D. Medical Documentation.

The employee is responsible for providing medical documentation from the employee's health care provider to assist in identifying the employee's functional limitations. The information in this documentation may be subject to confirmation by the University. When necessary, the University may require that the employee be examined by a University appointed licensed healthcare provider. In such case, the University shall pay the costs of any medical examinations requested or required by the University.

E. Reassignment.

The University will pursue reassignment when:

- (1) the interactive process has resulted in a determination that there is no reasonable accommodation that would enable the employee to perform the essential functions of the employee's current position absent undue hardship;
- (2) the employee may be able to perform the essential functions of another University position, with or without reasonable accommodation; and
- (3) the employee is interested in reassignment. An alternate job search will be conducted to identify a suitable vacant or soon to be vacant position. An alternate position is suitable if the employee possesses the requisite qualifications for the position (e.g., required skills, knowledge, abilities, experience, education, license, certificates) and can perform the essential functions of the position with or without reasonable accommodation. Where reassignment is identified as a reasonable accommodation pursuant to this Article and University procedures, an employee who becomes disabled shall be reassigned to a vacant position without the requirement that the position be publicized.

### **ARTICLE 32. Death Payments**

A. Upon the death of an eligible employee of the University, the University shall pay a sum equal to the deceased's regular salary for one (1) month to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partner; child or children; parent or parents; or siblings. If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse or domestic partner and/or eligible dependent(s), pursuant to the University Accounting Manual.

B. Eligible Employee

For the purpose of the death payment, an eligible employee is one who has completed six continuous months on Pay Status at fifty percent (50%) time or more without a break in service prior to death.

C. 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 Accounting Manual section in effect at the time of the employee's death. Payment shall include the deceased employee's final salary, if any, up to and including the date of death.

E. When advised of an employee's death, the department head shall immediately notify the Chancellor of the date, if known, as well as the cause of death.

### **ARTICLE 33. 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. The Union shall furnish the Manager of Employees & Labor Relations or designee with the names of the employees selected as Stewards, Board Members and Union Officers to serve as employee representatives.

Any change in the appointment of the designated Stewards, Board Members or Union Officers shall be made known to the Manager, Employee & Labor Relations or designee.



- B. Designated Stewards, Board Members or Union Officers shall be provided reasonable release time for the following Union business/activities:
1. Representation of employees in investigatory meetings
  2. Investigation and preparation of Grievances prior to formal filing
  3. Investigation of health and safety matters
  4. Attendance at meetings called by Management.

Requests for reasonable release time for the Union business/activities, listed above, shall be made, in advance, to the employee's immediate supervisor, manager or department head. The University has the discretion to deny the request for release time for a particular employee based on compelling operational needs of the campus or employee's home department.

- C. All other Union business/activities shall not be conducted on an employee's scheduled work time, except as specifically provided in other section(s) of this Agreement, nor shall such business/activities interfere with University programs and operations.
- D. The University is prohibited from imposing or threatening to impose reprisals, from discrimination or threatening to impose reprisals, from discrimination or threatening to discriminate against Stewards, or otherwise interfering with, restraining, or coercing Stewards because of the exercise of any rights given by this Agreement. This paragraph shall not, however, be subject to the Arbitration Procedures of this Agreement.

#### **ARTICLE 34. Labor/Management Relations**

- A. The University and the Union agree that Labor Management Meetings shall be held in accordance with the following provisions:
1. Labor-Management meetings shall be held quarterly unless mutually agreed otherwise by the parties.
  2. The parties shall agree to the Agenda, time and place of the meeting at least five (5) working days prior to the scheduled date of the meeting.
- B. Such meetings are not considered to be Meet and Confer sessions and are not intended to add to, delete from, or otherwise modify the Agreement during its term, except that addenda to the Agreement are permitted by mutual agreement of the parties.
- C. Up to four (4) bargaining unit employees may be granted reasonable release time in a without loss of straight time pay status for attendance at Labor-Management meetings. The Union shall provide the list of requested bargaining unit employees to the Manager, Employee & Labor Relations or designee at least three (3) working days prior to the scheduled date of the meeting.

#### **ARTICLE 35. Union Access**

- A. Duly authorized Business Representative of the Union shall be permitted access to work locations in which employees covered by this Agreement are employed. Such access shall not interfere with the work of the employees. Management may require prior approval for such access. Access to employees shall not be arbitrarily denied.
- B. New Employee Orientations
1. The University shall notify Teamsters Local 2010 in writing, at least fifteen (15) days in advance of any changes to the bi-weekly scheduled New Employee Orientations in which the University or their designee may advise one or more employees on information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.
    - a. The University shall provide Teamsters Local 2010, at least five (5) business days in advance of the New Employee Orientation, with the following new employee information: Name, Job Title, Department,

Physical Work Location, Shift, Home Phone, Personal Cell Phone, Personal Email Address, and Home Address. The employee may prevent disclosure by stating this objection in writing to Teamsters Local 2010. Teamsters 2010 will notify Employee & Labor Relations of the employee's decision in writing. Employee and Labor Relations shall refer all questions to Teamsters 2010.

- b. Should a new employee be hired less than five (5) business days prior to New Employee Orientation, the University shall provide Teamsters Local 2010 advance notice, as well as the new employee information, referenced in Section B.1.a.n, above.
  - c. The University shall provide Teamsters Local 2010 a list of attendees, at least ten (10) days following New Employee Orientation.
  - d. Monthly the University shall provide a list of all employees new to the unit. It shall include the information from Section B.1.a., along with start date in the unit.
2. At the University's New Employee Orientation, packets of information supplied in advance to Employee & Labor Relations by Teamsters Local 2010 shall be made available.
  3. Teamsters Local 2010 shall be permitted to meet with the new employees for thirty-minutes on paid time, at New Employee Orientation, for the purpose of sharing information with new employees. Management shall not participate in the meeting between Teamsters Local 2010 and the new employee(s).
    - a. In addition to a Union Representative, Union steward may be present and/or conduct the Union presentation, without-loss-of-straight-time-pay status, in accordance with the release time provisions in Article 33, Section B, Union Stewards.
  4. In the event the University does not conduct a mandatory New Employee Orientation within fifteen (15) days of a new employee's start date, Teamsters Local 2010 shall have thirty-minutes of paid time to meet with new employee(s) for the purpose of sharing information. Management shall not be present.
    - a. In addition to a Union Representative, Union stewards may be present and/or conduct the Union presentation, on without-loss-of-straight-time-pay status, in accordance with the release time provisions in Article 33, Section B., Union Stewards.
  5. Information about the time and location of the Teamsters Local 2010 meeting shall be announced at the New Employee Orientation. The University's designee(s) advising new employees, shall refrain from commenting or discussing the issue of Union membership and participation in Union activities, and shall refer all questions to the Union designee(s).

#### **ARTICLE 36. Use of University Facilities**

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

#### **ARTICLE 37. Bulletin Boards**

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

- A. Union recreational, social, and related news bulletins;
- B. Scheduled Union meetings;
- C. Information concerning Union elections or the results thereof;
- D. Reports of official business of the Union including reports of committees of the Board of Directors; and

- E. Any other written material which first has been approved by the Union, and signed by an authorized Business Representative.

**ARTICLE 38. Released Time for Meet & Confer**

- A. Employees appointed by the Union shall be granted a reasonable amount of released time for the purpose of meeting and conferring at the bargaining table. In determining the amount of reasonable release time, preparation for meeting and conferring and travel to attend bargaining sessions will be considered. Not more than four employees shall be provided released time unless the parties mutually agree otherwise. Released time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work.
- B. The Union shall provide the Manager, Employee & Labor Relations or designee with the names of employees requiring such released time at least three (3) working days in advance of the Meet & Confer session. The University shall not arbitrarily deny a particular request for released time.

**ARTICLE 39. Leaves of Absence for Union Functions**

- A. In accordance with the provisions of this article the University shall provide reasonable leaves of absence for Union functions. The University has the discretion to deny the leave based on a compelling operational need of the employee's home department.
- B. The Union shall provide a written request for a Leave of Absence for Union Functions to the Manager, Employee & Labor Relations or designee. Requests for leaves shall be made five (5) working days in advance of the effective start date of the Leave.
- C. Employees on approved Leave of Absence for Union Functions shall be paid by the University, and shall continue to accrue service credit, and shall retain all benefits to which the employee was entitled prior to the start of the leave. Any leave granted in accordance with this section shall not constitute a break in service.
- D. The Union shall reimburse the University for all costs of employee compensation, including but not limited to, salary plus all benefits provided to the employee for the time the employee is on leave without loss of compensation. The Union shall submit payment to the University within thirty (30) days of receipt of confirmation of payment to the employee. The University has the right to terminate approvals for Leaves of Absence for Union Functions if the Union fails to provide timely payment.

**ARTICLE 40. Payroll Deductions**

A. General Conditions

1. Upon notice from Teamsters Local 2010 that an employee in the UCSB Skilled Crafts Bargaining Unit has authorized the deduction of Union membership dues or voluntary fair share fees, the University will deduct 1.44% of an individual employee's base wages from the authorizing employee's payroll and remit that amount to Teamsters Local 2010. The University shall update the appropriate programming and payroll status to reflect authorization to full member in a timely manner. Deductions must start the pay period after the University receives notification of the authorization.
2. The amount of dues or voluntary fair share fees deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union, in writing, concerning its dues or voluntary fair share fees structure.
3. The Union agrees to reimburse the University for all reasonable costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculations of the Union's dues or voluntary fair share fees during the term of this Agreement.
4. The Union agrees to indemnify, defend and hold the University harmless against any claim made of any nature and against any suit instituted from the University's payroll deductions pursuant to this Article and from liability for any errors in withholding or transmitting dues or voluntary fair share fees except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund to the

University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.

5. The University agrees to monthly remit to the Union ~~for~~ all authorized deductions covered by this agreement. The cost of processing the check shall be Ten Dollars (\$10.00). In addition, the University will charge the Union an administrative fee of seven cents (\$0.07) that covers reporting and calculation functions for each employee with in unit earnings.
6. If the University fails to make authorized deductions of authorized union deductions or any part thereof, or fails to remit to Teamsters Local 2010 such authorized union deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. The University shall refund to Teamsters Local 2010 any deductions it has erroneously failed to remit. From the time Teamsters Local 2010 notifies the University in writing of any such errors, the University shall have 45 calendar days to make the corrections. If after 45 calendar days the University does not make the agreed-upon corrections and Teamsters Local 2010 incurs direct costs, the University will reimburse Teamsters Local 2010 for reasonable, documented costs incurred to make corrections for only University errors. If there is not agreement on the correction or the costs, Teamsters Local 2010 may grieve the matter only as a union grievance. It is expressly understood and agreed that Teamsters Local 2010 shall refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to Teamsters Local 2010.

B. Cancellation of Deductions

Individual requests to cancel payroll deduction shall be directed to Teamsters Local 2010. The authorization for dues deduction shall remain in full force and effect until Teamsters Local 2010 informs the University that an employee has rescinded their authorization for payroll deduction pursuant to the terms of their authorization.

C. Agency Shop Fee

The Parties agree to reopen this Article for the purpose of bargaining over payroll deduction of Union dues and fair share fees in the event there is a change in the law regarding payroll deduction of Union dues and fair share fees.

D. Political Contribution Program- DRIVE.

Dues paying members in the UC Santa Barbara Skilled Craft Bargaining Unit are eligible to participate in the voluntary deduction for DRIVE, a Teamsters Local 2010 political contribution program. This deduction is an ongoing deduction and not a one-time deduction. The Union will notify the University when a dues paying member volunteers to participate in this program, with a signed authorization form executed by the employee. The authorization for participation is between the Union and the member. The University will refer members to the Union for questions regarding this voluntary deduction.

E. Severability

In the event that the agency fee or "fair share" provisions of the Higher Education Employer-Employee Relations Act (amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that the understandings codified in this Article regarding agency fees will be null and void. It is the express intention of the parties that all other provisions of this Article not declared invalid or void shall remain in full force and effect.

#### **ARTICLE 41. Severability**

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

#### **ARTICLE 42. No Strike**

- A. During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University.
- B. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit members, agrees that there shall be no strikes, or concerted activities which would interfere with the operations of the University.
- C. During the term of this Agreement or any extension thereof, the Union, its officers, agents, and unit members, agree that they shall not in any way participate in, or lend support to, any strikes, sympathy strikes, stoppages, or interruptions of work or concerted activities of any kind in violation of this Article.
- D. In addition, the Union agrees to maintain critical services in the event of any activity by any individual(s) which interfere with the operations of this University. Such critical services include all research facilities at UCSB, all computer accounting and payroll operations at UCSB, all facilities at UCSB in which valuable collections are maintained, all utility distribution systems at UCSB, and all sewage systems at UCSB.
- E. Any employee who violates this Article may be subject to disciplinary action up to and including termination of employment.
- F. 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 of interference. Such affirmative action shall include the immediate written notice to all employees in the unit, at their work and home addresses, stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including discharge.
- G. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

#### **ARTICLE 43. Waiver**

The University and the Union acknowledge that during the negotiations which resulted in this Agreement each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by laws 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 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 Staff Personnel Policies, and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit. The parties further agree that, upon execution of this Agreement, any rights or terms and conditions of employment previously applicable to employees pursuant to the Staff Personnel Policies shall terminate and no longer apply.

#### **ARTICLE 44. University Benefits**

##### **A. General Conditions**

Employees in this unit are eligible to participate in a number of benefit programs generally available to staff employees of the University.

The Union understands and agrees that the University may, at its option, alter its health and welfare programs and/or retirement system plans. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established programs. In the event the University makes such alterations,

the changes will apply to employees eligible for benefits within the unit in the same manner they apply to other eligible staff employees as described above at the same campus. The Union will be notified of such changes. The sole exception to the above shall be any alterations proposed by the University which affect only bargaining unit employees.

1. For informational purposes only, a brief outline of benefit programs in effect on the date of the Agreement is found below. The Union understands and agrees that the descriptions contained in this Article do not completely describe the coverage or eligibility requirements for each plan.
2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts on the UCNet website.
3. In the event the current Memorandum of Understanding (MOU) expires, the parties agree that the terms of this Article 44, University Benefits, preserves the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.

#### B. University of California Retirement System

1. University of California Retirement Plan - Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRP), a defined benefit plan. The level of required contributions to UCRP is determined annually by the Plan actuary and the Regents.
2. University of California Retirement Savings Program- The University of California Retirement Savings Program consists of the:
  - a. voluntary UC Tax-Deferred 403(b) Plan,
  - b. voluntary UC Deferred Compensation 457(b) Plan,
  - c. UC Defined Contribution Plan (DCP), which consists of the Pretax Account for mandatory contributions and an Account for voluntary employee contributions and the taxable portion of rollovers from other employee plans.

Descriptions of each Plan can be found in the Summary Plan Descriptions and Plan Document on the UCNet website.

#### C. Health & Welfare Plans

1. The University has an Open Enrollment period during which eligible employees may elect to change health and welfare plans or coverage options. This process affords employees the opportunity for employees to choose among plans due to changes in employee circumstances coverage and costs of each plan, and plan availability which may change from year to year.
2. The University's maximum monthly rates of contribution for bargaining unit employees who are eligible for and elect to enroll in a health plan shall be the same as the contribution rates for such plans for other staff employees.
3. Costs that exceed current University contributions, and employee costs for Health & Welfare plans to which the University does not contribute, are to be paid by bargaining unit members, normally through payroll deduction.
4. Health & Welfare Programs:
  - a. Medical Program – Employees have a choice of various options depending on employee address, including health maintenance organization (HMO), point-of-service (POS), preferred provider (PPO), exclusive provider organization (EPO) or a Health Care Reimbursement Account (HRA). Choice of plans may vary from location to location. Eligible part-time employees appointed and paid by the

University to work a specified minimum appointment and average regular paid time may be covered by the CORE major medical plan. The plan is available to the employee and eligible family members.

- i. Behavioral Health and Substance Abuse Benefits- Bargaining unit employees have access to behavioral health and substance abuse services through their applicable medical plan. Information regarding specific eligibility and how to access services is available under Medical Plans on the UCNet website.
  - b. Dental Program – Dental plans are available to eligible employees. Employees may cover themselves and their eligible family members.
  - c. Vision Program – A vision plan is available to eligible employees. Employees may cover themselves and their eligible family members.
5. Supplemental Health Plans. Employees may select supplemental insurance options for Accident, Critical Illness and Hospital Indemnity plans.

#### D. Life Insurance

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

#### E. Other Insurance

1. Accidental Death & Dismemberment Insurance – eligible employees may purchase Optional AD&D insurance. A variety of coverages and amounts are available to cover employees and their eligible family members.
2. Business Travel Accident Insurance- Employees who are traveling on official University business are covered by \$100,000 of accidental death and a scheduled dismemberment insurance.
3. Disability Insurance
  - a. UC Paid Basic Disability. The plan provides up to 55 percent of the employee’s eligible monthly earnings, to a maximum benefit of \$800 per month, for up to six months. The six-month benefit period includes a 14-day waiting period before receiving benefits, and the employee must use up to 22 days of sick leave, if available. UC pays the full cost of coverage, and the employee is automatically enrolled. Since UC pays for this coverage, Basic Disability income is generally taxable.
  - b. Voluntary Short-Term and/or Long-Term Disability. The plan provides up to 60 percent of the employee’s eligible earnings, to a maximum benefit of \$15,000 per month.

The start date and duration of coverage depends on the employee’s chosen level of coverage. Premium costs depend on monthly salary, age and chosen level of coverage (short-term, long-term or both). Voluntary Short-Term Disability coverage is employee-paid and supplements Basic Disability coverage, therefore, the income is partially taxable. Voluntary Long-Term Disability income is generally not taxable, since premiums are paid with after-tax dollars.

- i. Short-Term only-The six-month benefit period includes a 14-day waiting period before receiving benefits, and the employee must use up to 22 days of sick leave, if available.
- ii. Long-Term only -The employee will be covered after six months, until Social Security retirement age for most conditions.
- iii. Short and Long-Term -The employee will be covered after a 14-day waiting period, until Social Security retirement age for most conditions. The employee must use up to 22 sick days, if available, before benefits begin.

4. Legal Expense Insurance Plan – A legal expense insurance plan may be purchased by eligible employees. The plan is employee-paid through payroll deductions.
5. Auto/Renter/Homeowner Insurance – Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.
6. Pet Insurance- Employees are eligible to access preferred pricing on pet insurance, providing coverage for accidents and illness.

F. Other Benefits

1. Tax Savings on Insurance Premiums (TIP) – Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution (if any) is applied, the net insurance premiums are deducted from gross pay before federal and state taxes.
2. Dependent Care (DepCare) Flexible Spending Account (FSA) – DepCare provides a pre-tax spending account for covered dependent care expenses incurred by employees for eligible dependents.
3. Health Care Flexible Spending Account (FSA) – The Health Care Flexible Spending Account is available to eligible employees and allows them to pay for eligible health care expenses not covered by the employee’s medical, dental, or vision plans on a pretax, salary reduction basis.
4. UC Adoption Assistance Plan- Administered by WEX Health, UC Adoption Assistance Plan provides financial support through reimbursement for adoption-related expenses.
5. Family Care Resources- Access to Care Advantage for eligible employees, provides child, elder and other family care resources. Any services purchased through this resource are paid by the employee.

**ARTICLE 45. Skilled Trades Training & Apprenticeships**

A. Meet and Confer

Upon request of either party, the parties agree to meet and confer on proposals for a Skilled Trades Training and/or Apprenticeship Programs at the University. The parties agree to meet and confer within 90 days of request made by either party.

**ARTICLE 46. Wages and Awards**

- A. Salary rates for employees covered by this agreement are listed in Appendix A.
- B. To be eligible for any of the increases described below, employees must be on pay status or on approved leave and in the K8 bargaining unit on the effective date of the increase and the date of payout.
- C. Salary increases for the duration of this contract shall be as follows:

Fiscal Year 2021-2022

1. Effective on the first full bi-weekly pay period on or after March 1, 2022, the University shall provide a 6% base-building increase for all bargaining unit employees. Trade Lead Classifications shall receive a base building increase in accordance with Section D., below. This increase will be processed no later than sixty (60) calendar days from the date of Teamster Local 2010’s notification to the University of ratification of this agreement.
2. The University shall provide all bargaining unit employees a one-time, non-base building, lump sum of one thousand five hundred dollars (\$1500) per employee no later than sixty (60) calendar days from the date of Teamster Local 2010’s notification to the University of ratification of this agreement. This wage payment shall be retirement eligible.



### Fiscal Year 2022-2023

Effective on the first full bi-weekly pay period on or after July 1, 2022, the University shall provide a 5% base-building increase to all bargaining unit employees. Trade Lead Classifications shall receive a base building increase in accordance with Section D., below.

### Fiscal Year 2023-2024

Effective on the first full bi-weekly pay period on or after July 1, 2023, the University shall provide a 5% base-building increase to all bargaining unit employees. Trade Lead Classifications shall receive a base building increase in accordance with Section D., below.

### Fiscal Year 2024-2025

Effective on the first full bi-weekly pay period on or after July 1, 2024, the University shall provide a 4% base-building increase to all bargaining unit employees. Trade Lead Classifications shall receive a base building increase in accordance with Section D., below.

### Fiscal Year 2025-2026

Effective on the first full bi-weekly pay period on or after July 1, 2025, the University shall provide a 4% base-building increase to all bargaining unit employees. Trade Lead Classifications shall receive a base building increase in accordance with Section D., below.

- D. Trade Lead Classifications shall be paid at a rate 7.5% higher than the respective craft rate.
- E. By mutual agreement, the University may increase, during the term of this Agreement, salary rates for selected classifications. Likewise the University may also increase shift differential, on-call rates, and/or extend the coverage of such rates.
- F. The University shall, if a program is offered, extend the campus' staff recognition award program to members of the bargaining unit. The staff recognition award program, if any, will include bargaining unit members at the campus in accordance with campus guidelines.

## **ARTICLE 47. Staff Personnel Records**

### **A. General**

An employee's personnel records shall contain only material which is necessary and relevant to the administration of the staff personnel program. The records shall be maintained with accuracy, relevance, timeliness, and completeness, and appropriate and reasonable safeguards shall be established by the location to ensure security and confidentiality.

### **B. Access to an Employee's own Personnel Records**

An employee may request an opportunity to review their personnel file or get a copy of the file by submitting a written request to their supervisor, specifying that the request is to view the file and/or receive a copy of the file. The department will schedule an opportunity for the employee to view the file or provide a copy within a reasonable time period but no later than thirty calendar days from the receipt of a request. There will be no charge for the first copy.

### **C. Access to Records by the Public**

Persons inside or outside the University shall have access to information in employees' personnel records in conformance with statutes and University policies on records. Information which is public information and which should be released upon request includes name, date of hire, current position title, current salary, organizational unit assignment, date of separation, office address and office telephone number, current job description, full-time or part-time, and career, contract, or limited appointment status. Unless release is legally required, information which the University has determined to be an invasion of personal privacy shall not be released to the public. Such information includes but is not limited to: the individual's home telephone number and home address;

spouse's, domestic partner's, or other relatives names; birth date; social security number; citizenship; income tax withholdings; health care records; and information relating to evaluation of performance.

Release of information to public authorities shall be in conformance with Guidelines for Access to University Personnel Records by Governmental Agencies, Business and Finance Bulletin RMP-9.

A record of release of information pursuant to subpoena, court order, health emergency, or search warrant shall be maintained by the home department in the employee's personnel file.

D. Location of Records

Personnel records are maintained in the employee's personnel file in the home department.

E. Period of Retention

Except as provided in Article 18, Section G, personnel records of an employee shall be maintained according to the UC Records Retention Schedule.

**ARTICLE 48. Training and Professional Development**

A. General

The University acknowledges and supports both career-related and job-related professional development activities. Department heads may support an employee's request to participate in a training or professional development program by flexible or alternate work scheduling, leave without pay, leave at full or part pay, full or part payment of fees and expenses, and temporary or part-time reassignment in another department, provided that:

1. the employee has completed the probationary period, if required, and
2. the employee's performance is satisfactory or better.

B. Required Training

When a department head requires an employee to attend a training or professional development program, the time spent in attendance shall be counted as time worked, and the full fees and related costs, i.e., materials, travel, and per diem, shall be paid by the department.

C. Professional Development Leave

A non-probationary, employee is eligible for up to 40 hours of paid release time per calendar year for job-related or University career-related training, except as described below. A part-time career employee's yearly entitlement shall be prorated based on their appointment rate. A variable time employee's yearly entitlement shall be prorated based on the average monthly hours worked in the previous six months. Training courses provided by the University shall be included in the 40 hours. Employee requests for professional development leave shall not be unreasonably denied.

1. Professional development leave must be scheduled according to staffing requirements.
2. An employee may be required to submit proof that they utilized paid release time for the approved class or program.

D. Professional and Continuing Education Discount

Regular status employees who are employed at least 50% time in career positions are eligible to receive a 25% discount for courses in the UC Santa Barbara Professional and Continuing Education Program. In addition, spouses, domestic partners (as defined by University employee benefit terms), parents, and children of eligible employees may receive a 15% discount. Changes to terms and eligibility requirements for the UC Santa Barbara Professional and Continuing Education Program that apply to all University employees and dependents shall also apply to skilled trades unit employees and their dependents.

## **ARTICLE 49. Reduced Fee Enrollment**

### **A. General**

A regular status employee who meets the admission requirements of the University is eligible for two-thirds reduction of both the University Registration Fee and the University Educational Fee for up to nine units or three regular session University courses per quarter or semester, whichever is greater. An employee so registered is ineligible for the services and facilities provided through the University Registration Fee, which includes but is not limited to the Counseling Center, Recreation Center, or Student Health Service, other than those to which the employee may be otherwise entitled.

### **B. Educational Fee Waiver for Staff and Dependents**

If the University determines to provide educational fee waivers to University staff and for dependents, it will apply to members of the skilled trades unit to the same extent as for any other staff employees.

## **ARTICLE 50. Past Practice Not Covered by Agreement**

- A. Practices and policies relating to wages, hours, and terms and conditions of employment in effect but not contemplated during negotiations over this Agreement may remain in effect insofar as they are not in conflict with this Agreement.
- B. When the University proposes to change or eliminate the practices and/or policies referenced in Section A., above, the University will provide the Union with at least 45 (forty-five) calendar days written notice prior to the effective date of the change. The University will meet and discuss such change or elimination with the Union, following the Union's timely request for a meeting. The University must receive the Union's request to meet within 15 (fifteen) calendar days of the University's notice. Application, elimination, or modification of these practices and policies following the meeting with the Union is not subject to the Grievance and Arbitration Articles of this Agreement.

## **ARTICLE 51. Resignation**

Employees who voluntarily separate from employment shall be considered to have resigned their employment with the University.

- 1. An employee who retires or otherwise voluntarily separates from a position with the University is expected to submit a letter of resignation prior to the effective date of such resignation. The final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee on the day of separation when an employee is discharged or an employee has provided at least two weeks advance notice of resignation.
- 2. An employee who does not provide at least two weeks' notice prior to the effective date of such resignation shall be issued their final pay (including earnings to date, overtime, compensatory time and vacation hours) no later than the next regular pay day in which the earnings for the final date(s) of work would have been normally paid.

## **ARTICLE 52. Work Rules**

### **A. General Provisions**

- 1. Pursuant to Article 3, Management Rights, the University has the right to promulgate, supplement, alter, modify, amend, and rescind, work rules. For the purposes of this Article, work rules are defined as rules promulgated by the University which regulate employees relative to and affecting their employment.
- 2. Work rules promulgated by the University may not be inconsistent with the provisions of this Agreement, and must be related to the orderly and efficient operation of the University, including - but not limited to - as an ordinary and proper means of maintaining discipline and efficiency, of directing the conduct, appearance and actions of the employees and of ensuring the health and safety of employees and others.

B. Notice

At least forty-five (45) calendar days prior to the implementation of new or changed work rules, the University shall inform Teamster Local 2010 in writing. Upon receipt of a written request from Teamster Local 2010, made within thirty (30) calendar days from the above notice, the University shall schedule a meeting to meet and discuss the proposed work rule(s) with Teamster Local 2010 prior to the proposed implementation date.

# Side Letter

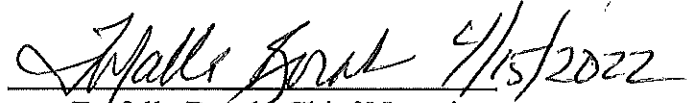
## Facilities Management- Article 27 Amendment

The following is agreed to by the parties and is limited to Skilled Trades unit employees in the Facilities Management Department:

1. Skilled Trades employees will be provided 8 shirts per year and are expected to wear the shirt while working on campus. Shirts will be replaced by the department earlier if necessary as a result of wear and tear.
2. Skilled Trades employees are responsible for laundering their own shirts.
3. Employees provided with other protective clothing (PPE) are not subject to this agreement and will not receive shirts (as they are expected to wear their PPE.)
4. Skilled Trades employees will be eligible to receive the annual clothing allowance set forth in Article 27, Protective Clothing, Equipment & Uniforms.
5. Skilled Trades employees are permitted to wear shorts while working with supervisor approval. If approved, the following guidelines apply:
  - a) The shorts must be neat and professional in appearance e.g., shorts must have pockets, belt loops and be hemmed. No cut-offs, spandex or gym shorts allowed.
  - b) The bottom of the shorts must reach to within three inches of the knee when standing.
  - c) The employee will have protective clothing available to wear when performing duties that may be unsafe for bare skin or when entering and working in or around laboratory spaces. Protective clothing is defined as long pants or coveralls.
  - d) The supervisor's decision, to approve or not approve the wearing of shorts, is grievable pursuant to Article 23, Grievance Procedure but not subject to arbitration.
6. The Side Letter *Uniforms-Facilities Management*, dated April 23, 2018, will be rescinded and this Side Letter, *Facilities Management-Article 27 Amendment*, will become effective 30 days after ratification of the 2022-2026 UC Santa Barbara-Teamsters Local 2010 Memorandum of Understanding.

 9-15-22

Tanya Akel, Chief Negotiator  
Teamsters Local 2010

 9/15/2022


Farfalla Borah, Chief Negotiator  
University of California, Santa Barbara

## Side Letter

### Withdrawal of UPC -Teamsters Local 2010 v. UCSB (LA-CE-1367-H)

Teamsters Local 2010 agrees to withdraw Unfair Practice Charge No. LA-CE-1367-H filed against The Regents of the University of California (Santa Barbara) on August 23, 2021. Teamsters Local 2010 agrees to notify PERB of the agreement to withdraw the UPC Case No. LA-CE-1376-H no later than 30 days following ratification of the 2022-2026 UC Santa Barbara- Teamsters Local 2010 Memorandum of Understanding.

  
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Tanya Akel, Chief Negotiator  
Teamsters Local 2010

  
\_\_\_\_\_  
Farfalla Boran, Chief Negotiator  
University of California, Santa Barbara

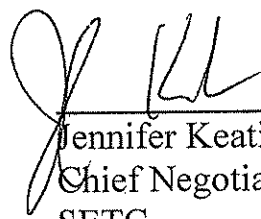
## SIDE LETTER


### Overtime Assignment- Facilities Management

Coordination and scheduling of overtime in Facilities Management, pursuant to Article 8, *Overtime*, will be assigned as follows:

1. A roster (by trade) will be printed from KRONOS on the last Monday of each month ranking employees in order from the least to the most accumulated number of overtime hours (OT) worked year-to-date. This system for assignment of overtime shall begin July 2016, based on the June rankings, with overtime hours to begin accumulating as of July 1, 2016.
2. Each January, the number of hours worked will be reset to zero and the roster order will be in order of the hours accumulated as of the last Monday in the month of December.
3. Overtime (OT) will be offered to the employees with the least amount of OT hours worked, in ascending order.
4. For overtime other than call outs, if an employee declines the overtime assignment, s/he shall sign off indicating that s/he was offered the assignment and declined. An employee working on a job that will require OT to complete will continue that job on OT. If the employee requires additional help that will lead to OT, the roster order must be followed.
5. Adding Employees to the overtime list: When an employee ends probation and expresses interest in working overtime, s/he will be added to the "Overtime Roster" starting at the beginning of the next month with the average of the hours for his/her trade.
6. Revisions: No revisions will be made on the OT rosters until the 1<sup>st</sup> of the month.
7. Returning from an Excused Absence, Injury or Temporary Duty Assignment: An employee returning from an excused absence, injury (industrial or non-industrial) or temporary duty assignment of 90 days or less will be placed back on the OT roster for the month following their return with the same number of hours when they left. An employee returning after more than 90 days will be subject to the provisions of Section 4, above. If an employee returns to work before the 1<sup>st</sup> of the month, s/he will have to wait until the 1<sup>st</sup> to be placed back on the roster.
8. Excused Absences Defined: All approved leaves pursuant to Article 16, *Leaves of Absence*.
9. If an employee on an excused leave will be at work for a scheduled overtime, the supervisor will call and offer the overtime. If there is no answer, it is considered a missed opportunity for overtime. The sign off pursuant to paragraph 4 is not required.

10. Advance notice of Scheduled OT: Where practicable, 24 hour notice will be provided to the employee for scheduled overtime.
11. For the electrical shop, a second overtime roster will also be prepared in order of seniority to use for only special events. A list of special events will be prepared in September of each year. Overtime for a special event on the list will be offered by seniority and the list will continually rotate. If the overtime is declined, the employee will go to the end of the list. If a new employee (electrician) wants to be added to this list after probation has ended, s/he will be placed onto the list by his/her seniority. The event overtime list will be maintained by the electricians in the trade shop.

 6/27/16  
Jennifer Keating Date  
Chief Negotiator  
SETC

 6-27-16  
Staci Richards Date  
Assistant Negotiator  
University of California  
Santa Barbara



# UCSB FM On-Call Duty Expectations

JK  
3/1-16  
SK 3-10-16

*After-hours on-call duty is for full-time non-probationary Facilities Management skilled trade employees on a voluntary basis. On-call duty is an after-hours service, shifts begin at 4:30pm – 7:30am during work weeks and 24/7 weekends and holidays.*

1. When the Pager person receives a call, the pager carrier is to go through the overtime list in order to find the appropriate tradesmen to respond to the call. If no one responds to a call after going through the list twice, the pager carrier has the option of responding to the call if the call is for a job within their trade. If the pager carrier is unable to respond, or it is outside the trade, the pager carrier person will contact the appropriate trade superintendent or a manager. The pager carrier should leave a voicemail for the first call only.
2. The trade person responding to a call-out should generally be able to respond and clock-in on campus to a call-out within 90 minutes of the dispatch.
3. For any calls, texts or emails received by the on-call person after 4:00am on working days, the on-call person will contact the trade specific superintendent to determine if a trades person should be sent out to respond to the alarm or call.
4. The Tradesperson cannot be the pager carrier if they have scheduled time off that exceeds 16 hours for the week, and it is the tradesperson's responsibility to switch with another person.
5. For unscheduled leaves (bereavement, sick, worker's compensation, FMLA, etc.) the pager carrier will find someone else on the on-call list to switch with while they are out on leave or contact their supervisor.
6. The On-Call person assigned the Pager will respond to a call, text or email from the on-call phone, if not immediately, within fifteen to thirty minutes of the call, text or email depending on the alarm type received by the on-call pager phone.
7. Overnight call-outs will be reported on the call-out log sheet to the Customer Service manager first thing the following morning during normal work days (Monday – Friday) so that work orders can be created.
8. The call-out log shall be completed by the On-Call person during non-working hours, not on work time, except for calls after 4:00am.
9. Follow up – The On-Call person will follow up with the person who went out on a call-out to find out what was done as a result of the call-out. The On-Call person will then update the call-out log and will report the result of the call-out at the Monday morning Pager Report meeting.
10. Holidays – When there is a holiday on a Monday, it is the responsibility of the person carrying the on-call pager phone to coordinate with the next scheduled person to carry it, to meet and transfer the on-call phone on that holiday.
11. If the person scheduled to carry the on-call pager phone is unable to, it is their responsibility to find someone else from the on-call list to carry it and notify the Customer Service manager prior to the start of the Monday morning Pager meeting.

12. Pager meeting – prior to the Monday morning Pager meeting, it is the responsibility of the person who was assigned the on-call pager phone to contact the next person on the on-call schedule to make sure they are at the Pager meeting. Fifteen copies of the call-out log, **which will include information that is clear, complete, and accurate**, will be printed for the Pager meeting. The Pager carrier will arrive to the meeting 30 minutes in advance to prepare for the meeting.
13. The On-Call person is responsible for the on-call Pager phone, case and charger. If there are any problems with the on-call Pager phone while the person on-call is carrying it, they will take the phone to the Stock Room Manager. The pager carrier should not make changes to any of the settings except for ringer tones or to set the wifi. Please notify a manager immediately if there is an issue with the pager phone.
14. All emails received by the on-call Pager phone between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, excluding holidays, will be logged and dispatched by Customer Service. However, the pager carrier should carry the pager phone at all times.

## **Acknowledgement of Receipt of UCSB FM On-Call Duty Expectations**

- I have received access to and/ or a copy of the UCSB Facilities Management On-Call Duty Expectations. I understand that these On-Call Duty Expectations replace any previous written or oral expectations for on-call duty.
- I understand that it is my responsibility to read the On-Call Duty Expectations, and to ask my supervisor or manager for clarification of any of the expectations that I do not understand.
- I understand that failure to follow these expectations could result in disciplinary action in accordance with the terms of the collective bargaining agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)


\_\_\_\_\_  
Date

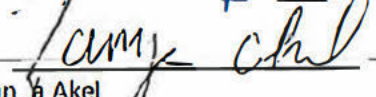
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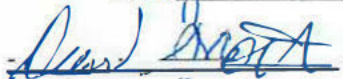
# EXECUTION OF AGREEMENT

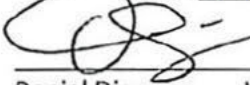
The foregoing Agreement between Teamsters Local 2010 and The Regents of the University of California, having been duly approved by the parties, is hereby executed by the undersigned authorized representatives of each party.

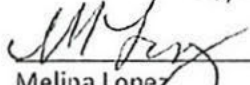
## Teamsters Local 2010

  
\_\_\_\_\_  
Jas. Rabinowitz  
Secretary-Treasurer  
Date: 4/18/22

  
\_\_\_\_\_  
Tan. Akel  
Chief Negotiator  
Date: 4-15-22

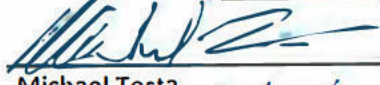
  
\_\_\_\_\_  
Drew Scott  
Skilled Trades Director  
Date: 4-18-22

  
\_\_\_\_\_  
Daniel Diaz  
Date: 4/15/22

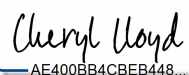
  
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Melina Lopez  
Date: 4-15-2022

  
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Eduardo Melendez  
Date: 4-15-2022

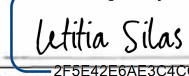
  
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Andrew Tosta  
Date: 4-18-22

  
\_\_\_\_\_  
Michael Tosta  
Date: 4/15/2022


## The Regents of the University of California

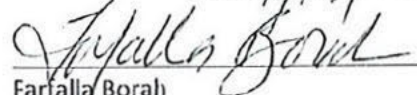
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Cheryl Lloyd  
Vice President, Systemwide Human Resources  
Date: 5/9/2022

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Letitia Silas  
Executive Director, Systemwide Labor Relations  
Date: 4/29/2022

  
\_\_\_\_\_  
Sydney Roberts  
Labor Relations Manager, UC Santa Barbara  
Date: 4/15/2022

  
\_\_\_\_\_  
Farfalla Borah  
Chief Negotiator, UC Santa Barbara  
Date: 4/15/2022

UCSB-Teamsters Local 2010

Appendix A

K8 SALARY RANGES - April 1, 2022 through March 31, 2026							
Title Code	Title	Pay Rates as of March 1, 2020	Effective Date March 6, 2022	Effective Date July 10, 2022	Effective Date July 1, 2023*	Effective Date July 1, 2024*	Effective Date July 1, 2025*
8106	Painter	\$35.52	\$37.65	\$39.53	\$41.51	\$43.17	\$44.90
8105	Painter, LD	\$38.18	\$40.47	\$42.49	\$44.62	\$46.41	\$48.27
8110	Carpenter	\$37.11	\$39.34	\$41.31	\$43.38	\$45.12	\$46.92
8109	Carpenter, LD	\$39.87	\$42.29	\$44.41	\$46.63	\$48.50	\$50.44
8266	Locksmith	\$35.68	\$37.82	\$39.71	\$41.70	\$43.37	\$45.10
8265	Locksmith, LD	\$38.35	\$40.66	\$42.69	\$44.83	\$46.62	\$48.48
8258	Plumber	\$37.56	\$39.81	\$41.80	\$43.89	\$45.65	\$47.48
8257	Plumber, LD	\$40.40	\$42.80	\$44.94	\$47.18	\$49.07	\$51.04
8138	Electrician	\$37.65	\$39.91	\$41.91	\$44.01	\$45.77	\$47.60
8137	Electrician, LD	\$40.45	\$42.90	\$45.05	\$47.31	\$49.20	\$51.17
8154	High Voltage Electrician	\$41.43	\$43.92	\$46.12	\$48.43	\$50.37	\$52.38
7783	High Voltage Electrician, LD	\$44.54	\$47.21	\$49.58	\$52.06	\$54.15	\$56.31
8185	HVAC Mechanic	\$37.56	\$39.81	\$41.80	\$43.89	\$45.65	\$47.48
8184	HVAC Mechanic, LD	\$40.40	\$42.80	\$44.94	\$47.18	\$49.07	\$51.04
8129	Welder	\$36.11	\$38.28	\$40.19	\$42.20	\$43.89	\$45.65
8186	Skilled Trades Mechanic	\$35.34	\$37.46	\$39.33	\$41.30	\$42.95	\$44.67
8188	Elevator Mechanic	\$45.06	\$47.76	\$50.15	\$52.66	\$54.77	\$56.96
8159	Elevator Mechanic, LD	\$48.45	\$51.34	\$53.91	\$56.61	\$58.88	\$61.23
8219	Zone Lead	\$42.04	\$44.56	\$46.79	\$49.13	\$51.10	\$53.14
8221	Craft Zone Sr. Lead	\$46.93	\$49.75	\$52.24	\$54.85	\$57.04	\$59.32

\*Effective on the first full bi-weekly pay period on or after July 1st of each year.



# TEAMSTERS LOCAL 2010 UNIVERSITY OF CALIFORNIA GRIEVANCE

Allegations of a violation of a contract in effect between the University and Teamsters Local 2010, must be filed on this form. See your contract for details regarding the filing of grievances.  
**ALL INFORMATION REQUESTED BELOW MUST BE PROVIDED EITHER PRINTED OR TYPED.**

GRIEVANT NAME, Last, First, Middle Initial		GRIEVANT'S CLASSIFICATION TITLE	
GRIEVANT'S JOB LOCATION	CHOOSE ONE	GRIEVANT'S WORK TELEPHONE	BARGAINING UNIT
ADDRESS TO WHICH REQUIRED CORRESPONDENCE MAY BE SENT TO GRIEVANT			
TYPE OF GRIEVANCE (Union, Group, Individual)	DATE OF ACTION CAUSING GRIEVANCE	DATE OF INFORMAL DISCUSSION	CONTRACT ARTICLE/SECTION

IF REPRESENTED IN THIS GRIEVANCE, PROVIDE THE FOLLOWING:

REPRESENTATIVE'S NAME	REPRESENTATIVE'S ORGANIZATION	REPRESENTATIVE'S TELEPHONE NO.
REPRESENTATIVE'S ADDRESS (City, State, and Zip Code)		EMAIL

<b>ALLEGED VIOLATION OF AGREEMENT</b>	Set forth Section and provision allegedly violated; the action grieved and how it violated stated provisions; how grieving employee was adversely affected.

<b>REMEDY REQUESTED</b>	
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GRIEVANT SIGNATURE/DATE	REPRESENTATIVE SIGNATURE/DATE
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**UNIVERSITY USE ONLY**

LOCATION	UNIT	YEAR	NAME OF DESIGNATED GRIEVANCE OFFICER		
DATE RECEIVED	DELIVERY METHOD	INFORMAL REVIEW DATE	CAREER CASUAL	FULL TIME PART TIME	PROBATION REFERENCE NO.