

APPENDIX D

SIDELETTER

ARTICLE 21 NON-DISCRIMINATION IN EMPLOYMENT

- A. No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits due to any legal changes in the employee's name or social security number. It is understood that falsification by an employee of work history and/or background can be cause for discipline which may include discharge.
- B. In the event that an employee who has completed his or her probationary period has a problem with his or her right to work in the United States of America, or upon notification by the INS that an immigration audit or an investigation is being initiated the Employer shall immediately notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem or investigation to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.
- C. In the event that the Employer receives notice, either by correspondence or otherwise, from the Social Security Administration ("SSA") indicating that some of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA's records, the Employer agrees to the following:
- The Employer will verify its records for possible typographical or other clerical mistakes;
- If the Employer cannot resolve the problem through verification of its records, the Employer will notify the Union and the employee after receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the union;
- The Employer will display the following notice prominently on its premises: "Attention All Employees: In order to appropriately report your earnings to the Internal Revenue Service, to the California Franchise Tax Board and to ensure that the Social Security taxes that are withdrawn from your wages are properly credited to your Social Security records, please compare the name that appears on your check stub with the name on your Social Security Card to ensure that we are using the exact same information. Even the simplest typographical error can sometimes cause problems in the Social Security Administration's records, and your earnings might not be properly credited. Correcting this information is very important for your future Social Security benefits should you become disabled or when you retire. Please contact the human resources office if you notice any errors. Thank you.";
- The notice will also be posted in Spanish, Chinese, and any other language spoken by 25% of employees in the medical center/campus/lab;
- The Employer agrees that it will not take any adverse action against any employee solely because they are listed on a "No Match Notice" received from the Social Security Administration, including firing, laying off, suspending, retaliating, or discriminating against any such employee; the Employer agrees not to improperly contact the SSA or any other governmental agency after receiving notice of a no-match from the SSA.
- D. The University will insist that a federal immigration agent or a Department of Homeland Security (DHS) agent comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any employee while the employee is working on the University's premises and under the University's control. If permitted by law, the University will notify the Union by telephone to the union's office once it learns that a federal immigration agent or DHS agent wishes to interrogate, search or seize the person or property of any employee on the University's premises. The foregoing shall not require the

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University to notify the union or to deny any federal agency access to employee I-9 records as required by law.

In the event that the Employer is served with a validly executed Search or Arrest warrant, the Employer shall arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

- E. The parties will furnish to any employee terminated because he or she is not authorized to work in the United States of America, a copy of this Section of the Agreement.
- F. The Employer shall grant employees vacation time or leave without pay in accordance with the contract and existing policies when given one weeks' prior notice to attend any appointments scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent. The Employer may require proof of the appointment and proof of the family relationship.
- G. The Employer shall not require or demand proof of immigration status, except as may be required by law. No employee shall be required to reverify status except as required by law (e.g. when documents showing proof of work authorization expire.)
- H. In the event that an employee is not authorized to work in the United States of America following his or her probationary or introductory period, and his or her employment is terminated for this reason, the Employer agrees to consider re-employment. If re-employed, the employee would have to provide valid work authorization.
- I. Should any change in laws or regulations relevant to these procedures occur, including but not limited to a court ruling that sets forth any new interpretation pertaining to these procedures, then, at the union's request, the parties shall meet to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the union.
- J. On the day that any employee is sworn in as a United States citizen, the Employer shall consider requests for vacation or leave without pay in accordance with the contract and existing policies. Such requests shall not be unreasonably denied.
- K. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice amongst themselves, provided that such conversations are conducted in a manner respectful of patients, students and other employees and are consistent with patient and student service as well as locally established policies on this issue.
- L. Upon request of the employee, the Employer shall provide an interpreter, where such a person is available, for employees not fluent in English during any investigative interview that may lead to discipline or discharge. The interpreter shall have no connection to the discipline or investigation being discussed. When the Employer is unable to provide an interpreter, the Union may provide an interpreter. In the event an interpreter is not readily available, a written document will be given to the employee describing the issue so that the employee can consult with an interpreter.