

University of California, _____
[campus/location]
Contract Appointment

**EMPLOYMENT AGREEMENT
For a NON-EXEMPT
Manager & Senior Professional (MSP) Position**

This agreement is entered into on _____ [date] by and between The Regents of the University of California ("University" or "management") and _____ [name].

This agreement sets forth the terms and conditions of your employment in the position of _____, job code _____.

A. APPOINTMENT DURATION

This appointment is to begin on _____ [date] and may continue until _____ [date], unless terminated earlier pursuant to section G. Your appointment will terminate automatically on _____ [date] unless (a) your appointment is terminated earlier pursuant to section G; or (b) the contract is extended prior to the termination date in writing signed by both parties pursuant to section H. If the contract is extended, it will terminate automatically upon the expiration date of the extension unless terminated earlier pursuant to section G.

B. DUTIES AND RESPONSIBILITIES

Your duties and responsibilities shall be those set forth in the attached job description which is incorporated into this agreement. Additional duties may be assigned to you and the job description may be modified from time to time by management to accommodate changing circumstances and needs. Your duties and responsibilities shall be conducted in accordance with the University's policies, procedures, and rules as established by management. You agree to perform all the duties set forth in your job description as well as those assigned by management.

C. HOURS OF WORK

This appointment is at _____ percent of full time. The workweek for this position is normally considered to be _____ hours. The University will schedule your hours to accommodate operational needs. As a non-exempt employee, you will receive overtime compensation for time worked that exceeds 40 hours in a workweek. You authorize the University to compensate you for your overtime hours worked in compensatory time off or pay. If you are compensated for your overtime in compensatory time off, such overtime will be compensated at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime earned. Additionally, you will not be allowed to accrue more than 240 hours of compensatory time off. If you reach 240 hours in your compensatory time off bank and if you work overtime, you will receive pay. Overtime must be approved in advance, but if overtime is worked it will be compensated whether approved or not.

D. COMPENSATION AND BENEFITS

1. Salary

This position is assigned to a payroll title of _____, and salary grade _____ (if applicable). The hourly wage for this position is _____ per hour, less applicable withholdings. Any changes in your salary shall be [in

accordance with Personnel Policies for Staff Members (PPSM) 30: Compensation, OR only by written amendment to this contract signed by both parties].

2. Benefits

You shall be eligible for University-sponsored health and welfare benefits and retirement benefits in accordance with the eligibility provisions of the University of California Group Insurance Regulations and the University of California Retirement System plan documents and related regulations. Subject and subordinate to the eligibility provisions, plan document, and regulations, the parties would anticipate that you would be entitled to [Full, Mid-Level, Core, No] benefits at the beginning of this agreement, subject to change during its term.

E. APPLICATION OF PERSONNEL POLICIES FOR STAFF MEMBERS (PPSM) AND OTHER POLICIES

These policies may be changed by the University at any time and those changes will be applicable to you.

1. Policies Applicable to All Non-Exempt Managers & Senior Professionals Contract Appointments

The PPSM listed below are incorporated into this agreement.

PPSM 1: General Provisions

PPSM 2: Definition of Terms

PPSM 3: Types of Appointment (Contract Appointment only)

PPSM 21: Selection and Appointment (except Selection)

PPSM 30: Compensation

PPSM 34: Incentive and Recognition Award Plans (if eligibility criteria are met)

PPSM 35: Uniforms and Safety Apparel (if applicable)

PPSM 63: Investigatory Leave

PPSM 70: Complaint Resolution (Discrimination complaints only)

PPSM 80: Staff Personnel Records

PPSM 81: Reasonable Accommodation

PPSM 82: Conflict of Interest

PPSM 83: Death Payments (if eligibility criteria are met)

PPSM 84: Accommodations for Nursing Mothers

PPSM 2.210: Absence from Work:

Section III.A: General Leave Provisions

Section III.B: Vacation Leave (if eligibility criteria are met)

Section III.C: Sick Leave (if eligibility criteria are met)

Section III.D: Leaves Related to Life Events (except Supplemental Family and Medical Leave; Extended Sick Leave pursuant to Work Related Injury or Illness; and Personal Leave)

Section III.E: Military and Other Service-related Leaves

Section III.F: Administrative Leaves (except Professional Development Leave)

Section III.G: Other Leaves

Section III.H: Holidays (if eligibility criteria are met)

2. No other provisions of PPSM shall apply. PPSM may be revised as needed. Any changes to the provisions referenced above shall be applicable to you and shall be incorporated into this agreement.

3. In addition, current and/or amended University policies of general application shall apply to you. This includes, but is not limited to, the following:

- Discrimination, Harassment, and Affirmative Action in the Workplace;
- Electronic Communications Policy;
- Patent Policy;
- Policy on Substance Abuse;
- Regents Policy 1111 (Policy on Statement of Ethical Values and Standards of Ethical Conduct);
- Regents Policy 7706 (Reemployment of UC Retired Employees Into Senior Management Group and Staff Positions);
- Reporting Child Abuse and Neglect;
- Sexual Violence and Sexual Harassment;
- Whistleblower Policy (Policy on Reporting and Investigating Allegations of Suspected Improper Governmental Activities); and
- Whistleblower Protection Policy.

4. To the extent that any applicable University policy conflicts with the express terms of this agreement, the terms of this agreement shall apply.

F. REIMBURSEMENT OF EXPENSES INCURRED BY STAFF MEMBER

With prior University approval, you shall be entitled to reimbursement of expenses (including travel expenses) incurred by you on behalf of the University in the performance of your duties. Reimbursement requests must be submitted in accordance with University policies on travel and expense reimbursement. These policies may be amended by the University at any time and those changes will be applicable to you.

G. TERMINATION OF APPOINTMENT AND AT WILL STATUS

You are an at-will employee, which means your appointment may be terminated at any time by you or the University, with or without notice, and with or without cause, in a writing served on the other party. Although other terms and conditions can be changed from time to time at the discretion of the University, the at-will status of this agreement cannot be changed, amended, or altered.

Termination is not reviewable under PPSM 70: Complaint Resolution, except for complaints of discrimination.

H. RENEWAL OR EXTENSION OF THE CONTRACT

You and the University may agree to renew your appointment. In order for the renewal to be effective, you and the University must enter into a new employment agreement that sets forth the terms to the new agreement. In the alternative, the duration of the existing contract may be extended by mutual written agreement. The written extension must specify the new end date.

Non-renewal and non-extension of your contract are not reviewable under PPSM 70: Complaint Resolution, except for complaints of discrimination.

I. GENERAL PROVISIONS

Except for any other agreements set forth in the University of California State Oath of Allegiance, Patent Policy, and Patent Acknowledgment Policy [AND ANY OTHER AGREEMENTS], this contract constitutes the entire agreement between the parties and

supersedes any other prior agreements and any other representations made to you about the terms and conditions of your employment, whether written or oral. The terms of this agreement, except the at-will status, may be modified only by subsequent written agreement signed by both parties. In the event that any part of this agreement is declared or rendered invalid by court decision or statute, the remaining provisions of the agreement shall remain in full force and effect. California law shall govern the interpretation and construction of this agreement.

J. OTHER CONDITIONS FOR EFFECTIVE CONTRACT

This employment contract is not effective until you have completed all University payroll/personnel processing necessary to become a University contract employee. This includes, but is not limited to, the federal requirement that you provide to the University documentary evidence of your eligibility to work in the United States.

Signatures:

Appointee: _____

Date: _____

Supervisor: _____

Date: _____

Human Resources: _____

Date: _____