

MEMORANDUM OF UNDERSTANDING BETWEEN

TEAMSTERS LOCAL 2010
KM UNIT

AND THE

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, MERCED

JULY 1, 2023 – JUNE 30, 2028

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ARTICLE 1 - RECOGNITION

- A. This Agreement, effective July 1, 2023 is entered into between The Regents of the University of California, a corporation (sometimes referred to hereinafter as the "University"), and the Teamsters Local 2010, also known as Teamsters, (sometimes referred to hereinafter as the "Union"). The University recognizes Teamsters Local 2010, which was certified by the Public Employment Relations Board (PERB) on April 22, 2016, as the exclusive bargaining agent for matters within the scope of representation for the following classifications of UC MERCED employees and amended on May 1, 2023, excluding those classes and/or employees designated as managerial, supervisory, and confidential by PERB.

The following represents the list of classifications represented by Local 2010 at UC Merced. This list was updated as of May 1, 2023 and is all inclusive of the titles represented by Local 2010

Title Code	Job Title
8266.....	Locksmith
8265.....	Lead Locksmith
8110.....	Carpenter
8109.....	Lead Carpenter
8138.....	Electrician
8137.....	Lead Electrician
8106.....	Painter
8105.....	Lead Painter
8294.....	Physical Plant Operator
8258.....	Plumber
8257.....	Lead Plumber
8185.....	HVAC
8184.....	Lead HVAC
8317.....	Water Distribution Mechanic II
8310.....	Lead Water Distribution Mechanic
8296.....	Stationary Engineer
8073.....	Lead Stationary Engineer
8123.....	Maintenance Mechanic
9970.....	Apprentice
9445.....	Fire and Security System Tech

- B. Pursuant to PERB Rules and Regulations for unit modification, certain classifications may be added or removed from the above described UC Merced Skilled Crafts Unit by mutual agreement of the parties. The University and Teamsters Local 2010 will meet and confer within thirty (30) calendar days of the request of either party regarding proposed, new, or revised classifications to be added to the bargaining unit. UC Merced will meet and confer over the conditions of employment and the wage rates of the new or revised classifications.
- C. The term "employee" as used in this Agreement shall refer to any probationary, career, limited, or apprentice employees of UC Merced in the above-mentioned unit except for those excluded pursuant to Section A above.

ARTICLE 2 - CLASSIFICATIONS AND RECLASSIFICATIONS

A. Classifications

1. The term "classification" shall refer to the job title and title codes listed in Article 1, Recognition.
2. 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. If an employee's duties and responsibilities undergo significant changes, the affected position(s) may be reviewed as described hereafter in this Article.
3. The University and the Union agree that employees should be assigned work consistent with the employee's job description.

B. Request for Classification Review

1. An employee may request a review of the classification of their position to Campus Human Resources in accordance with the Campus Reclassification Procedures. The review shall be based on the employee's job description as approved by the supervisor. Campus Human Resources shall provide a response to the request within ninety (90) days after receiving the submission.
2. The University's Compensation unit will determine whether to reclassify the employee's position by evaluating the core functions and duties of the position and comparing them to pre- defined job families, classifications specifications, and comparable positions within the organization and/or external to the organization. Factors that may be considered include, but are not limited to, the scope of responsibility, skills and competencies required to perform the position.

The classification review process will include all of the following:

- a. a review of the incumbent's prior job description;
- b. a review of a revised updated job description; and
- c. a review of the organizational chart;

The classification review process may also include any of the following as necessary:

- a. a review of any supplemental information;
 - b. survey interviews with the incumbent, supervisor and/or manager; or subject matter experts;
 - c. a review of a position questionnaire or survey;
 - d. a desk audit
3. If the employee is not satisfied with the results of the initial decision, they have fifteen (15) calendar days to request a secondary and final review by the Chief, Human Resources Officer, or designee. Such requests shall include a detailed statement by the employee indicating the reasons for disagreement with the original decision. The Chief Human Resources Officer's or designee's decision will be final.

ARTICLE 3 - DEFINITIONS

A. Break in Service

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, indefinite 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.

B. Address of Record

It shall be the responsibility of each employee to inform the University in writing of their current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address."

Via the File Transfer Protocol, the University shall make accessible to the Union a report of bargaining unit members. The report will include the employee's name, classification, date of hire, department and home address. Home addresses shall be made available to the Union provided the employee has not objected to the release of the information. The release of home addresses shall be pursuant to Government Code Section 6254.3. For purposes of Article 41 - No Strike/No Lockout, notice to the home addresses provided herein shall meet the Union's obligation.

C. Seniority

As used in the Layoff Article, seniority is calculated by the number of full time equivalent months (or hours) of University of California Merced service excluding employment prior to 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 is considered the least senior.

As used in the Vacation Article, seniority is determined by the date of appointment of the employee to the classification. If employees have the same date of appointment to the classification, the one with the most recent appointment to the organizational unit shall be the least senior.

As used in the Hours of Work and Overtime Articles, seniority is determined by the date of appointment within the job family in an organizational unit. Excluding employment prior to a break in service. If an employee within the same Job Family transfers to a different Organizational Unit the employee shall maintain their original seniority within the Job Family.

D. Rates of Pay

1. Base rate is the rate of pay exclusive of any additional pay, such as shift differential, overtime, compensatory time, or on-call pay.
2. Regular hourly rate is the employee's base rate plus any shift differential, and on-call pay.
3. Salary increases are calculated on current base rate.

E. Classifications

The term "classification" shall refer to the job title and title codes listed in Article 1, Recognition.

F. Day

Unless otherwise indicated herein, the term "day" shall refer to a calendar day.

G. Year

1. Fiscal Year. July 1 through June 30
2. Calendar Year. January 1 through December 31
3. Unless otherwise indicated herein, the term "year" shall refer to a fiscal year.

H. Emergency

The term "emergency" shall be specifically defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect property, equipment, life, safety, and health, including affected research.

I. Official University Business

A pre-approved activity that contributes to one of the University's major functions of teaching, research, patient care, or public service.

J. Job Family

A job family is a category of positions that involve work in the same functional occupation and have related core knowledge and background requirements. Article 1 lists Title codes and job titles that are in the bargaining unit and make up the job families. The families link titles together. See Appendix J.

K. Work Location

The location the employee is regularly assigned to begin and end their workday. UC Merced Main Campus or other satellite locations.

L. Organization Unit

The department designation to which the employee is hired or transferred into. For example:

1. Facilities Management
2. Housing and Dining
3. Recreation and Wellness

ARTICLE 4 - NONDISCRIMINATION IN EMPLOYMENT

- A. The provisions of this Agreement shall be applied to all members of the unit within the limits imposed by law or University regulation without regard to race, color, religion, union affiliation, marital status, national origin, ancestry, sex, sexual orientation, gender, gender expression, gender identity, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information, status as a covered veteran (special disabled 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), service in the uniformed services, age, political affiliation, or citizenship.
- B. For purposes of this article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, including a record or history of cancer or genetic characteristics. Genetic information includes family history. Pregnancy includes childbirth and related medical conditions. Service in the uniformed services includes membership, application for membership, performance of service, application for service or obligation for service in the uniformed services.
- C. Allegations of a violation of this Article, only when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the Article to which the grievance is connected is grievable and/or arbitrable.
- D. The University will comply with all applicable University nondiscrimination policies and applicable state and federal law.

ARTICLE 5 - POSITIONS AND APPOINTMENTS

A. Career Appointments

Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time, and are expected to continue for one (1) year or longer.

B. Limited Appointments

1. Limited Appointments are established at any percentage of time, fixed or variable, and are not expected to continue for more than one thousand (1000) hours in a twelve (12) month period.
2. Conversion to Career Status. Except as provided in Section 3 below, in the event that an employee with a limited appointment attains 1000 hours of qualifying service within a 12-month period, the University will evaluate whether to convert to career status upon reaching the 1000-hour threshold.
 - a. Qualifying service includes all time on pay status in one or more limited appointments. Pay status shall not include on-call or overtime hours.
 - b. Such conversion to career status shall be effective on the first day of the month following attainment of 1000 hours of qualifying service.
 - c. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1000 hours of qualifying service.
 - d. Employees who have been converted to career appointments shall serve a probationary period in accordance with the provisions of Article 6, Probationary Period.
3. Conditions for Non-conversion to Career Status. Conversion to career status, as provided in Section 2 above, shall not occur when:
 - a. The employee is hired as replacement for another person who is on an extended leave; or,
 - b. The position into which the employee is hired is not an "ongoing" position, in that the position is established and funded for less than a year at any percent of time; or,
 - c. The funding for the position is "one time" funding of 18 months or less; or,
 - d. The employee was hired specifically to work on a short- term project lasting no more than one (1) year.
 - e. Limited Appointments shall not normally be hired instead of career employees.
 - f. Termination of Limited Employees. Employees in limited appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to Article 27, Arbitration Procedure, of this Agreement.
 - g. Disputes - A Limited Employee shall have the right to file a grievance through step two.

ARTICLE 6 - PROBATIONARY PERIOD

- A. 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.
- B. 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 (the amount to be determined based on hours in pay status but exclusive of on-call and overtime hours), credited towards 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.
- C. A Limited Appointment Employee hired or rehired into a career position of the same classification, in the same shop and under same supervisor, within thirty days of their break in service shall be credited with up to 1,000 hours on pay status on the same basis as provided for in paragraph B above.
- D. Prior to the completion of a probationary period, the University shall make a good faith effort to evaluate the employee's performance. However, a probationary employee may be released at the discretion of the University provided the employee is not being released in violation of Article 4, Nondiscrimination in Employment. Other than probationary releases alleged to be based on discriminatory grounds, disputes arising from this Article are not subject to the Grievance or Arbitration Procedure of this Agreement.

ARTICLE 7 - PERFORMANCE EVALUATION

- A. The performance of each employee shall be evaluated periodically for the purpose of assessing and evaluating an individual's work performance and for providing guidance and assistance relative to the employee's work performance, in accordance with a process established by the University. If an employee does not receive an evaluation of performance and it has been at least a year since the last evaluation has been done, the employee shall be deemed to have performed satisfactorily. A performance evaluation does not constitute discipline nor corrective action.
 - 1. The University shall provide the employee their performance evaluation no less than annually and according to the same schedule applicable to other employees in the department.
 - 2. An employee shall have the right to provide a written rebuttal with the employee's signature within thirty (30) calendar days to their performance evaluation and to have that rebuttal attached to the performance evaluation. The written rebuttal shall be provided to the employee's immediate supervisor. Both documents shall be placed in the employee's personnel file.
 - 3. An employee shall receive a copy of the signed performance evaluation, including the employee's rebuttal, if any.
- B. If an employee does not receive an evaluation of performance and it has been at least a year since their last evaluation was completed, they may make a written request to their immediate supervisor that an evaluation be done. Upon request, a performance evaluation shall be provided no later than sixty (60) calendar days.
- C. The University may counsel a bargaining unit employee concerning their performance, including but not limited to attendance and related performance issues. Such counseling shall not constitute discipline or corrective action.
- D. Disputes concerning alleged violations of Section B above shall be subject to the Grievance and Arbitration Procedures of this Agreement; however, all other disputes arising from this Article may be reviewed under the Grievance Procedure only of this Agreement.

ARTICLE 8 - PERSONNEL FILES

A. General Provisions

1. It is understood that there shall only be one (1) Official personnel file for each employee (electronic or otherwise). Personnel files can be reviewed at Campus Human Resources.
2. Upon employee's written request, an employee and/or their representative, shall be able to review their official personnel file within a reasonable period of time in the presence of a representative of the University.

B. Request for Inspection

Where the University determines that operational requirements permit, an employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review their personnel file(s). When granting such requests, the University shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity. Alternatively, an individual may provide the University with a written authorization allowing a designated Teamsters 2010 representative to receive a copy of the employee's personnel file(s) or identified portions thereof. Such written authorization shall be valid for a period of twenty (20) calendar days from the date thereof.

C. Rebuttal Statements

An employee may submit a rebuttal statement to material in their official personnel file. Said rebuttal shall be attached to the material being rebutted and placed in the employee's personnel file.

D. Grievance Files

Records involving the processing of an employee's grievance such as the grievance form, step appeals and responses, and settlement documents will be kept in a file separate from the employee's personnel file.

E. Protections from Disclosure

Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the employee and/or the employee's representative. Neither an employee nor their representative shall be entitled to review confidential pre-employment information.

F. Fees

Fees may be charged for making copies of personnel file information or extracts thereof; however, there shall be no charge for the first copy of the individual employee's own records. Personnel files stored electronically shall be provided electronically if requested and there shall be no charge. Request for additional copies will be ten cents (.10) per page. When they are requested, copies will be provided within a reasonable period of time.

G. Letters in File

Prior to placing a letter of commendation or a derogatory letter in an employee's personnel file, the employee shall be provided with a copy of said letter.

H. Removal of Documents

With the exception of performance evaluations, documents such as letters of disciplinary action, counseling memoranda, oral warnings, written warnings, and or written records of discussions shall, upon the written request of the employee, be removed from the employee's personnel file(s) if there have been no other disciplinary actions of the same or similar kind or if there have been no other counseling memoranda

relating to the same or similar issues for a period of eighteen (18) months unless otherwise required by law. Materials which would be removed upon the employee's request or retained pursuant to a legal requirement or University policy which are more than 18 months old will not be used or relied upon to take or support disciplinary action. Where documents are removed pursuant to employee request, the employee shall receive written confirmation of their deletion.

I. Correction of File

If, after inspection of their personnel file, an employee believes that any portion of the material contained therein is not accurate, the employee may make a written request to campus Labor Relations Department to have the material corrected. The University shall notify the employee in writing of the correction or of its denial of said request.

ARTICLE 9 - APPRENTICES

A. Apprentices

1. The University and the Union may jointly establish a State of California certified apprenticeship program as needed, that will involve coordinated work experience and vocational education.
2. Two bargaining unit members, not from same trade, may be released up to four (4) hours/month to work with University leadership to share information and develop standards. The University & Teamsters Local 2010 may develop written apprentice standards for UC Merced craft apprenticeship program. Once the apprenticeship standards are finalized, the apprenticeship program will be implemented at the sole discretion of the University based upon the availability of funding and resources.

ARTICLE 10 - TRAINING AND DEVELOPMENT

A. General

The University may permit employees to attend career-related or position related development programs. In each case payment of fees, duration of released time and status of released time as time on pay or non-pay status is at the discretion of the University.

B. Required Training

When the University requires attendance at an educational or training program, the University will pay the fees and related costs. With respect to non-required educational and training programs, the University may, in its sole discretion, pay the fees and related costs of such programs upon request of the employee. In the event the University declines to exercise its discretion, program-related costs, such as travel, etc., shall be borne by the employee for non- required programs.

C. Fee Reduction

Non-probationary employees in career positions who are residents of the State of California and who are admitted to the University are eligible for a two-thirds reduction of both the University registration fee and the University educational fee per quarter or semester, for up to nine units or three regular session University courses, per quarter or semester, whichever is greater.

D. Incidental Services

An employee so registered shall not be eligible for the services or facilities of counseling centers, gymnasias, or student health services incidental to such reduced-fee registration. The University agrees that bargaining unit employees may use University facilities to the same extent as other University staff employees.

E. Other Programs

Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.

In the event the University establishes new training programs open to all staff employees, Teamsters 2010 unit employees shall be eligible to participate in such programs to the same degree as other staff employees.

F. Approval

Participation in educational or training programs during scheduled work hours must be requested to the employee's immediate supervisor, in writing, ten (10) working days in advance of the scheduled training program.

G. Leaves For Training

If an employee requests leave for training, the University shall consider the request in accordance with Article 22 Leaves of Absence Without Pay, of this Agreement.

H. Disputes

Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article 26, but shall not be subject to the Arbitration Procedure of the Agreement, Article 27.

I. Professional Development

The University will permit access, on site or off site to education/training, for up to twenty-four (24) hours a calendar year per employee that is relevant to the employee's existing classification, job, University career related or is applicable to their continuing education units. Time spent on education/training will be paid up to eight (8) hours per day at the straight time rate of pay and 12 hours per day at the straight time rate of pay for 12 hour employees. The 24 hours is not subject to roll-over each year and is subject to approval, scheduling, and coordination by the University. Training may be in person or using on-line resources. An employee may be required to submit proof that they utilized the paid release time for the education/training.

- J.** Nothing contained in this Agreement will preclude the University from granting additional training and career development opportunities.

ARTICLE 11 - PROMOTION AND TRANSFER

A. Definitions

1. A "transfer" is the change of an employee from one position to another which is in a classification having the same salary.
2. A "promotion" is the change of an employee from one position to another position which is in a classification having a higher salary.
3. A position "vacancy" exists when the University determines that there is an open, active position for which recruitment is to be undertaken.

B. Recruitment and Posting

Whenever it is determined by the University that a vacancy or new career position is to be filled, a job posting, which includes the requirements for the position, shall be posted on the University electronic website at www.ucmerced.edu and union bulletin boards for a minimum of two weeks unless otherwise agreed to by the parties. Any eligible bargaining unit employee may, before the closing date stated in a notice, apply for a vacant position.

C. Selection

The University shall have responsibility for the selection of an individual to fill a vacant position. To assist in making such selections, the University may, from time to time, seek the input of bargaining unit employees from the trade being recruited or bargaining unit employees who participate on Interview Panels, if any. Employees desiring to compete and be considered for promotional, transfer, or career opportunities must meet the qualifications for the position. The candidate determined by management to be the best qualified for the vacant position shall be selected. In those cases where candidate qualifications are essentially equal and affirmative action goals have been met, special consideration will be given to bargaining unit applicants to allow for promotional, transfer, or career opportunities. Lateral transfers under this Article shall not result in a reduction in base rate of pay.

D. Transfers

Any eligible employee seeking a transfer to a posted position must apply for the position in accordance with Section B, Recruitment and Posting. The University will select the most qualified individual in accordance with Section C, Selection.

E. Promotion

Any bargaining unit employee must be employed in their current classification for at least six (6) months of qualifying service before being eligible for consideration for promotion within the bargaining unit.

Employees desiring to compete for promotional opportunities shall meet the minimum qualifications for the position or classification in which they are interested. The applicant(s) (internal or external) determined to be best qualified for open position(s) will be selected for those positions.

F. Inter-campus Transfers

Bargaining unit employees who transfer to another UC campus are deemed to be continuing their employment with the University of California. Upon request from a transferring employee or another UC campus, UC Merced and/or the UC PATH Center will provide assistance with the transfer of accrued vacation, sick leave and UCRP benefits if applicable, in accordance with University policies.

G. Interviews

Employees who are scheduled for a job interview for positions at UC Merced 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.

H. Disputes

Disputes arising from this Article may only be reviewed through the Grievance Procedure, Article 26, of this Agreement.

ARTICLE 12 - HOURS OF WORK

A. Standard Work Week, and Work Shift

1. The workweek for employees shall be from 12:01 a.m. Sunday morning to 11:59 p.m. the following Saturday. Workweeks beginning and ending on a day other than the above may be scheduled by the University.
2. Work Schedule shall be defined as an employee's normally assigned days per week and the normally assigned hours of work. The University will provide the Union with the current work schedules of bargaining unit employees upon ratification of this Agreement.
 - a. The standard work schedule for full-time employees shall be forty (40) hours per workweek, shall be scheduled in shifts of eight (8) hours with each shift containing a thirty (30) minute or sixty (60) minute unpaid meal period.
 - b. A standard work schedule shall consist of five (5) consecutive workdays and two (2) consecutive days of rest exclusive of holidays, provided, however those employees in continuous operation whose work schedules may be altered to accommodate regular rotation changes in shifts would be exempt for the period of rotation.

B. Meal Periods

1. Every three (3) months each employee shall choose their preferred schedule of a thirty (30) minute lunch or sixty (60) minute lunch. Such meal period shall not count as time worked nor time on pay status.
2. An employee who is required to return to work during a scheduled meal period and whose meal period is not rescheduled shall be paid for the meal period at a premium of time and one half (1-1/2) per hour.
3. An employee required to stand watch and remain on the job at their work station for their full shift period shall be permitted to take a meal period, not to exceed thirty (30) minutes, when and as their duties permit. Such meal period shall be counted as time worked.
4. An employee, except a watch stander, who works a period of six (6) continuous hours or more from the last scheduled meal period, shall be permitted to take an unpaid meal period not to exceed thirty (30) minutes, if conditions permit.
5. The University agrees to reimburse employees who are traveling on official University business for meals, under the same terms and conditions as allowed by UC Merced policy.

C. Work Schedules: Shift Hours

1. Work schedules shall be posted on bulletin boards for four (4) weeks in advance and shall remain posted throughout the life of the schedule.
2. The standard eight (8) hour shift hours shall be from 7am to 3:30pm for day shift, 3pm to 11:30pm for swing shift, and 11pm to 7:30am for night shift.
3. The standard ten (10) hour shift hours shall be from 7:00 a.m. to 5:30 p.m. or 5:00 a.m. to 3:30 p.m. for day shift or 5:30 p.m. to 4:00 a.m. or 3:30 p.m. to 2:00 a.m. for night shift. The work schedule shall consist of four (4) consecutive workdays.
4. The standard twelve (12) hour shift hours shall be from 5:30 a.m. to 6:00 p.m. for day shift and 5:30 p.m. to 6:00 a.m. for night shift. The standard four (4) hour shift shall be 5:30 a.m. to 9:30

a.m. for day shift and 5:30 p.m. to 9:30 p.m. for night shift. The work schedule shall consist of four (4) consecutive workdays.

5. The work shifts and work weeks of all personnel shall be bid bi-annually by seniority or whenever new shifts or work weeks are created, as provided for in C7 below.
6. All shift rotations shall be scheduled so that each employee is guaranteed the same number of hours within the pay period that they would have received had there been no shift change.
7. Management shall provide to the affected employees and the Union thirty (30) calendar days' notice of its establishment of a new shift or work week. If the Union requests a meeting within 10 days of receipt of the notice of the establishment of a new shift or work week, parties shall meet and discuss the effects of the new shift or work week. Such discussion will not delay nor prevent the establishment or implementation of new shift or work week.
8. An employee shall be notified of any change to an existing work week or shift at least five (5) working days in advance, except for an emergency.
 - a. An emergency, critical services and plant operations, as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect property, equipment, life, safety, and health, including affected research.
 - b. When a change in work week or shift is made without the requisite five (5) working days' notice, excluding changes to meet emergencies, an employee will be compensated at the overtime rate defined in Article 14- Overtime, of this Agreement for all time worked on the new schedule or shift during the five (5) working-day notice period.
9. If an employee reports to work as scheduled and is not notified that their work schedule has been changed, they shall be paid for four (4) hours at the regular work hour rate.
10. Alternate 4/10 work schedule shall consist of forty (40) hours per workweek, shall be scheduled in four (4) shifts of ten (10) hours with each shift containing an unpaid meal period.
11. Alternate 3/12 + 1/4 work schedule shall consist of forty (40) hours per workweek. Scheduled three (3) twelve (12) hour shift and one (1) four (4) hour shift per week, with each twelve (12) hour shift containing an unpaid meal period.
12. An alternate 9/80 work schedule shall consist of nine-hour shifts on four consecutive days during each calendar week plus an additional eight-hour shift every other week. In calendar weeks in which the employee works the eight-hour shift, the eight-hour shift shall be worked on (1) the day following the fourth consecutive nine-hour workday or (2) on the day prior to the four consecutive nine-hour workdays.

D. Rest Periods

Rest periods not to exceed fifteen (15) minutes may be granted to employees no more than twice (2) in an eight (8), or ten (10) hour shift, and no more than three (3) times in a 12-hour period. Rest periods not granted, or granted and not used, shall not be accumulated. Rest periods shall be granted unless operational necessity requires that they be denied, but if denied shall be granted as soon as practicable thereafter. A rest period cannot be taken in the first or last hour of the shift.

E. Clean-up Period

A clean up period shall be deemed University, not personal time. Each employee may be permitted an appropriate length of time for a clean-up period at the end of each work shift, as necessary, not to exceed fifteen (15) minutes.

F. Call-Back Time

1. Call-back refers only to those instances when an employee is ordered back to work without prior notice after completing a shift or those instances when prior notice is given but the work begins at least three (3) hours after the completion of the regular work schedule.
2. An employee who is called back shall receive credit for a minimum of four (4) hours of work time.
3. Call-back shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.
4. The department shall select employees by trades/job family (Appendix J) to be called back in order of seniority and qualified skill sets. The call back list shall be posted.

G. On-Call

1. On-call is time during which an employee is not required to be at the work location but is expected to be available for return to work. An employee placed on-call shall be compensated at twenty percent (20%) of their base rate for each hour on-call. Management requires the employee to meet all of the following conditions: 1) to be reachable by telephone; 2) to remain within a forty-five (45) minute response time of UC Merced; and 3) to refrain from activities which might impair their ability to perform assigned duties. An employee who is called to work shall receive credit for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular hourly rate.
2. Employees may volunteer to work on-call assignments and qualified volunteers will be assigned first. In the absence of sufficient, qualified volunteers, the University shall make on-call assignments and shall attempt to allocate on-call assignments equitably among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of on-call work under this provision, management may consider special skills to perform particular work.
3. Employees contacted by management or designee while on-call or during non-scheduled hours, and asked to work remotely (e.g., answering questions over the phone or logging into a computer) shall be paid a minimum of one (1) hours of pay if the employee responds. Employees will be paid for actual time worked if it exceeds one (1) hours. Employees will be paid no more than one (1) hour of pay if they are contacted on multiple occasions during the same hour. Employees contacted on multiple occasions during the day with the exception of multiple contacts within the same hour, will be paid a minimum of one (1) hour per occurrence.

H. Trading of Shifts

An employee may request in writing to trade shifts with another employee. Upon receipt of such written request, a supervisor, at their discretion, may approve the request. No penalty payment will be made for shifts traded at the request of the employee.

I. Temporary Work Location

If an employee is temporarily assigned to work at a location other than in their regularly assigned section or geographical area, they shall report to the new work location unless otherwise directed by the University.

J. 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. 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.

ARTICLE 13 - UNIFORMS, TOOLS, AND EQUIPMENT

A. Uniforms

Uniforms are attire, excluding shoes, which are worn for the purpose of ready visual identification of personnel when provided. The University shall have the sole discretion to determine who shall wear a uniform and the conditions under which it must be worn. Employees shall wear the uniform and maintain a proper appearance as specified by the University. If uniforms are required, the University shall provide and maintain clothing for each employee in accordance with current departmental practice. Uniforms shall be worn solely for University business.

B. Laundering

1. Uniform laundering shall be the responsibility of the University. Employees are required to use the Laundry service unless otherwise specified.

C. Joint Labor Management Committee

Employees shall be given the opportunity to provide feedback regarding uniform changes at Labor Management meetings scheduled in accordance with Article 36-Labor Management Relations.

D. Tools

The University shall provide to bargaining unit employees the tools and equipment required to perform their assigned duties. Broken tools and equipment shall be returned to the employee's supervisor and the University will provide the employee with replacement tools, as appropriate, within a reasonable period of time. The University agrees to establish an inventory of tools and equipment assigned to each employee for which they have personal responsibility. Providing that management has provided a means to secure such tools and equipment, the employee shall reimburse the University for any tools and equipment lost or damaged due to negligence while such are assigned to/provided to that employee and/or at the time of their separation from employment.

E. Vehicle Tracking

1. The University shall not use data from the Event Data Recorder (EDR) and Global Positioning Systems (GPS) devices as the sole reason for discipline.
2. Employees may use vehicles during lunches when working off campus with supervisor approval.

ARTICLE 14 - OVERTIME

A. Definition

Overtime shall be defined as those hours worked which are worked by an employee in excess of forty (40) hours worked in one (1) week or for hours actually worked which exceed the normally assigned hours of work of eight (8) hours or more. Holiday(s), vacation, jury duty or witness leave, and day(s) on compensatory time off shall be included as hours worked for the purpose of determining those hours worked in excess of forty (40) hours in one (1) week.

B. Compensation

All hours worked over forty (40) hours worked in any one (1) week or for hours actually worked which exceed the normally assigned hours of work of eight (8) hours or more shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. Shift differentials shall be included in the regular hourly rate of pay.

The University may approve compensatory time off at the appropriate rate in lieu of overtime pay at the employee's request.

Overtime earned at the time and one-half rate may be accrued as compensatory time at a maximum of one hundred eighty (180) hours per calendar year. An employee shall be paid for hours of overtime which exceed this limit.

C. Scheduling Compensatory Time Off

Compensatory time off shall be approved by the Department Head or designee and taken within two (2) six (6) month bank periods (January 1-June 30; July 1-December 31).

Banked compensatory time off which is not paid or scheduled within the bank period in which it is earned or the banked period following that in which it is earned shall be paid in the next regularly scheduled pay period.

When compensatory time off is taken or paid, it is compensated at the employee's current rate of pay. However, upon separation from employment, compensatory time off accrued at the time and a 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.

Employees may request use of compensatory time off; such requests will be granted subject to the operational needs of the University. Use of compensatory time off requires prior approval in accordance with departmental policy.

Any accrued compensatory time off shall be paid to the employee when the employee leaves the bargaining unit, but remains employed by the University.

D. Scheduling of Overtime

As soon as practicable after the University decides the need for overtime or additional work, the University shall notify the employee(s) it selects that overtime must be worked or that the employee must work beyond their regularly assigned shift. However, wherever it is necessary to meet the operational requirements of the University, the University shall have the right to require the performance of such work, including requiring employees to remain at work after conclusion of their shift until relief is available.

E. Distribution of Overtime

1. Overtime shall be assigned based upon the employee's ability to perform the work and operational needs of the University. The University shall post a monthly and year-to-date record of overtime distribution by organizational unit.
2. Planned Overtime
 - a. Overtime distribution shall be on a rotation basis and offered evenly among employees in the same job family in the same organizational unit and work location. For purposes of this Article, rotation means that the last employee to be offered overtime will be considered last for a new overtime assignment. It is the responsibility of management to maintain the overtime rotation list. Employees who are offered overtime and who decline it will have the overtime recorded as if it had been worked. All employees in the organizational unit and work location will be listed as eligible for overtime. For the purpose of this section only, seniority is determined by the date of appointment of the employee to the classification in an organizational unit.
 - b. When there are no volunteers for a planned overtime assignment, overtime shall be assigned to the least senior employee in the job family and organizational unit, on the same shift.

F. No Pyramiding of Overtime

There shall be no compounding/pyramiding of overtime payments.

G. Overtime Meals

When an employee's regularly assigned shift is extended more than three (3) hours, and that period extends past the employee's regular meal time, they shall be reimbursed for actual meal expenses up to a maximum of \$15.00. A person who has been called in to work overtime, or works planned overtime, is not entitled to be paid for a meal, even though this overtime, requires them to work past a regular meal time.

ARTICLE 15 - SHIFT DIFFERENTIAL

A. Shift Differential

1. An employee who works other than a day shift shall receive two dollars and twenty-five cents (\$2.25) per hour in addition to their regular hourly rate of pay.
2. A shift differential shall be paid for all hours of a shift when four (4) hours or more of a shift are worked after 4:00 p.m. and before 7:00 a.m.

ARTICLE 16 – HOLIDAYS

A. Eligibility For Holiday Pay

1. Full-time employees in career positions shall be eligible for holiday pay in accordance with the following conditions:
 - a. An employee shall receive holiday pay if on pay status on their last scheduled work day before the holiday and on the first scheduled work day following the holiday.
 - b. A new or rehired employee shall receive pay for any holiday immediately preceding their first day of work provided the holiday is the first working day(s) of the month.
 - c. A continuing employee who is on approved leave without pay, temporary layoff, or furlough for a period of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday occurring in that period.
 - d. A terminating employee shall receive pay for any holiday immediately following their last day of work provided the holiday is the last working day(s) of the month.
2. A full-time employee in a limited position and any part-time employee shall receive proportionate holiday pay up to a maximum of eight (8) hours per holiday based on hours on pay status, excluding holiday hours, over one-half (1/2) of the full-time working hours of the month or quadri-weekly cycle. Holiday pay is not granted for a holiday that occurs before the first day of work for a new or rehired employee or after the last day of work for a terminating employee.
3. No employee shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence, or a suspension for disciplinary reasons.

B. Holidays Observed

The following days shall be granted as holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Cesar Chavez Day as designated by the Chancellor (last Friday in March)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

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.

If the University establishes a new holiday, the new holiday will be added to the above list of holidays observed without a need for the parties to convene and approve.

C. Holidays on Saturday or Sunday

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

D. Compensation for Holiday Work

When an employee's work schedule requires them to work on an observed holiday, other than those holidays designated as premium holidays by the University, the employee shall be paid at the normal rate of pay. When an employee works on a University designated premium holiday, which are Christmas Eve and Day (December 24, 25), New Year's Day (January 1) and Independence Day (July 4), the employee shall be paid at one and one-half (1-1/2) times the regular hourly rate of pay including any shift differential for all hours actually worked. Regardless of whether the holiday is a premium or regularly observed, employee(s) shall also receive eight (8) hours holiday pay at their base rate plus any shift differential.

E. Alternate Full-Time Work Schedule

An employee on an alternate full-time work schedule shall be 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 shall receive eight (8) hours holiday pay at their base rate, and shall have the option of electing either:

1. Alternate day off, and use compensatory time or vacation time to offset the difference between eight hours of holiday pay and the regular work shift; or
2. Alternate day off, and work additional hours to offset the 40- hour work week, e.g., work additional hours on a regular work shift; or
3. Work additional hours on the business day succeeding the holiday and take the remainder of the day off; or
4. Revert back to an eight (8) hour work shift for the week in which there will be a holiday.

The alternate day off shall be immediately preceding or succeeding a holiday.

Employees shall provide to their immediate supervisor a written selection every three (3) months. If the employee desires to make a change to their selection, they shall provide advance written notice to their immediate supervisor. The written selection shall include the employee's selection and identify the alternate day of, if applicable.

5. Notice provision stipulated in Article 12, Hours of Work, Section C, Work Schedules: Shift Hours, Subsection 8, shall not apply to schedule changes as a result of a Holiday.
6. This section shall not apply to Central Plant staff (Plant Operators and Stationary Engineers).

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 compensatory time, if any, or is without pay.

ARTICLE 17 - VACATION

A. Definitions

For purposes of this Article, a vacation accrual period is defined as one calendar month for those employees who are paid monthly or one quadri-weekly cycle (i.e., two bi-weekly pay periods) for those employees who are paid bi-weekly.

B. Eligibility to Earn Vacation

An employee who is appointed at fifty percent (50%) time or more of full time for a period of six (6) months or more is eligible to earn vacation from the date of their appointment. An employee who is not eligible to earn vacation by the nature of the appointment becomes eligible to earn vacation after six (6) continuous months on pay status at fifty percent (50%) time or more of full time.

C. Qualifying Service to Determine Vacation Credit Earning Rates

Qualifying service to determine the 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. Service prior to January 1, 1972, shall be included in determining length of service, but increased vacation benefits resulting from the change from full time equivalent service to service at one-half time or more shall apply only to vacation credit earned after January 1, 1972.
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.

D. Vacation Credit Accrual Rates

Vacation credit shall be earned by an eligible employee beginning the first of the month during which the required qualifying service is completed, at the following rates:

1. At the rate of .057692 hours per hour for an employee who has rendered less than ten (10) years of qualifying service, maximum accumulated balance is 240 hours;
2. At the rate of .069231 hours per hour for an employee who has rendered at least ten (10) but less than fifteen (15) years of qualifying service, maximum accumulated balance is 288 hours;
3. At the rate of .080769 hours per hour for an employee who has rendered at least fifteen (15) but less than twenty (20) years of qualifying service, maximum accumulated balance is 336 hours; and,
4. At the rate of .092308 hours per hour for an employee who has rendered twenty (20) years or more of qualifying service, maximum accumulated balance is 384 hours.

E. Vacation Credit

Vacation credit for eligible employees is earned each vacation accrual period based on the number of hours on pay status for that vacation accrual period at a rate determined by the length of qualifying service. Employees must be on pay status at least one half the working hours of a vacation accrual period to earn vacation credit for that vacation accrual period.

F. Accrual of Vacation

An employee shall accrue full or proportionate vacation credit for a vacation accrual period. The following criteria and procedures shall control vacation credit accrual:

1. Vacation credit shall accrue during leave with pay.
2. Vacation credit for each month shall be credited at the end of the month, except that an eligible separating employee accrues proportionate vacation through the last day on pay status.
3. A full-time career employee who is on approved leave without pay receives full vacation credit for a month during which they are on pay status at least one-half the working hours of the month.
4. Vacation credit shall not accrue for time on pay status in excess of the full time working hours in a month.
5. A full-time employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate, except as provided in Section H. 3 below. A part-time employee shall accrue vacation credit to the same maximum number of hours as a full-time employee with comparable years of service.

G. Scheduling of Vacation

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

1. Vacation credit shall not be used prior to the time it is accrued and posted in the Timekeeping Recording Systems (TRS).
2. An employee may request that an absence for illness, disability, or personal reasons (for example, special or religious holidays) be charged to vacation. An employee must exhaust their sick leave accruals before using vacation accruals for any unscheduled absence due to illness, injury, or disability (other than pregnancy disability) unless doing so is otherwise permitted by Article 22. Such request shall not be unreasonably denied.
3. Upon 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 sixty (60) calendar days and thirty (30) calendar days before reaching the maximum vacation credit which they can accumulate. If an employee cannot schedule vacation due to operational considerations that employee shall have, on a one-time basis, an additional four (4) months within which they must take vacation to bring their accruals below the maximum. Vacation credits shall continue to accrue during this four (4) month period.
4. Except as provided in Section I.2 below, an employee shall not be paid vacation for the same period that they are working and on pay status in the employee's present position, or any other position paid by University funds.
5. Vacation schedules may be established in each shop or work location, on the basis of seniority in an employee's classification. An employee may split their vacation requests, but preference according to seniority shall only apply to an employee's first such request. Vacation requests will be submitted during the month of March for vacations to be taken between May 1 of the same year and April 30 of the following year. Requests submitted by March 30, will be reviewed and approved or denied by April 22. Requests submitted after March 30, will be approved on a "first-come, first-served" basis. Exceptions to this procedure may be granted to accommodate an employee who wants to make long-term vacation plans.

6. Unscheduled vacation days may be granted subject to the operational requirements of the University, and should, to the extent possible, be requested at least four (4) work days in advance. Approval or denial of these unscheduled vacation days will be made as soon as possible but no later than four (4) work days.
7. Personal emergency vacation days may be granted at the discretion of supervision. The request for such emergency vacation shall be made either orally or in writing through the immediate supervisor, and may be reviewed by a designated University manager. Verification of the emergency may be required and, if required, must be submitted to the designated University manager prior to vacation payment authorization.
8. Vacation schedules shall be posted in each shop or work location.
9. An employee may use vacation from the date of accrual; however, no vacation shall be used prior to the time it has been accrued.

H. Transfer of Vacation

1. An employee who is transferred, promoted, or demoted from one University position to another University position or funding source in which the employee will accrue vacation credit and can transfer credit shall have vacation credit transferred.
2. An employee who is transferred, promoted, or demoted to another University position in which the employee will not be eligible to accrue vacation credit, cannot transfer vacation credit, or who is transferred to or from Department of Energy contracts shall be paid for accrued vacation.

I. 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. Such terminal vacation shall be paid to the next highest hundredth hour. 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 18 - SICK LEAVE

- A.** Sick leave is provided to continue the salary of eligible employees who would otherwise be on pay status but who are unable to work because of illness, injury or disability. Sick leave is also provided for medical, dental and/or appointments for examinations or treatment by a licensed practitioner and, on a limited basis, in the event of death or illness of a family member. Sick leave is provided in accordance with University rules or regulations and consistent with applicable State or Federal Law.

B. Definitions

For purposes of this Article, a sick leave accrual period is defined as one calendar month for those employees who are paid monthly or quadri-weekly (i.e., two biweekly pay periods) for those employees who are paid bi-weekly.

C. Eligibility

An employee shall accrue full or proportionate sick leave credit for a sick leave accrual period. The following criteria shall apply:

1. An employee must be on pay status at least one-half the working hours of the sick leave accrual period to accrue sick leave for that accrual period.
2. Sick leave shall accrue during leave with pay.

D. Accrual

Sick leave accrues each sick leave accrual period based on the percent of time or number of hours on pay status during that accrual period. Sick leave accrues at the rate of .046154 hours per hour for full-time employment.

1. Sick leave for each sick leave accrual period shall accrue at the end of the sick leave accrual period, except that an eligible terminating employee shall accrue proportionate sick leave through the last day on pay status.
2. Sick leave shall not accrue for time on pay status in excess of forty (40) hours in any workweek.
3. There is no maximum on the amount of sick leave that may be accrued.
4. A full-time career employee who is on approved leave without pay accrues full sick leave credit for that sick leave accrual period provided the employee is on pay status at least one-half the working hours of the sick leave accrual period.

E. 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. Sick leave, which shall be reported and available for use, will be the full accrual rounded down to the nearest quarter hour. The balance not available for use shall be retained in the employee's sick leave accrual account.
3. An employee shall not use accrued sick leave beyond a predetermined date of separation, including retirement or layoff, or any leave without pay.

4. Proof of illness or disability may be required from an employee when a pattern of abuse is apparent to the supervisor. When a request for proof of illness or disability is to be made, the supervisor shall seek approval from the designated University manager. The employee shall be given written notice prior to returning to work that they will be required to provide such documentation.
5. The use of accrued sick leave is allowed for pregnancy-related illnesses or disabilities as in the case of other illnesses, but not beyond a predetermined date of separation or leave without pay.
6. In addition to use of sick leave as stated in paragraph 5 above, a pregnant employee on approved leave without pay on the date of pregnancy leave is entitled to use accrued sick leave beginning on the date of pregnancy leave and continuing through the period that she is physically unable to perform the normal duties of her job.
7. An employee shall be permitted to use not more than thirty (30) days of accrued sick leave in any calendar year when required to be in attendance or to provide care because of the serious illness of the employee's parent, spouse, domestic partner, child(ren) (including the child of a domestic partner), sibling, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household.
8. An employee who becomes ill while on vacation shall be permitted to use accrued sick leave if that employee is under the care of a physician and submits a physician's statement but may not use accrued sick leave in the event of illness of a family member.
9. An employee 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.

F. Bereavement Leave

The University recognizes the importance of family and the difficulties employees face following the death of a family member or another person close to the employee.

1. **Death of a Family or Household Member:** In the event of the death of an employee's family member or of a person residing in the employee's home, the employee may take up to ten (10) days of accrued sick leave.
2. **Death of any Other Person:** In the event of the death of an individual who is not an employee's family or household member, the employee may take up to five (5) days of accrued sick leave in a calendar year.
3. **Additional Leaves:** If an employee requires more than the time allowed for bereavement leave, they may request an unpaid personal leave of absence or may use any accrued vacation, and/or compensatory time off, if available.

G. Transfer and Reinstatement of Sick Leave

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

2. An employee who is reemployed after a break in service of less than fifteen (15) calendar days shall have all accrued sick leave from prior service reinstated.
3. An employee who is reemployed after a break in service of fifteen (15) calendar days or more but less than six (6) months shall have accrued sick leave from prior service not in excess of eighty (80) hours reinstated.
4. State of California service is included as University service for the purpose of applying paragraphs 2 and 3 above.
5. An employee who has been laid off and who is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all accrued sick leave from prior service reinstated.

H. Conversion of Sick Leave Upon Retirement

Upon retirement, members of the University of California Retirement System shall have their accumulated sick leave converted to retirement service credit at the rate authorized by the University of California Retirement System for each day of unused accrued sick leave.

ARTICLE 19 - WORK-INCURRED INJURY OR ILLNESS

A. This Article sets forth the application of sick leave and vacation for employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act and provides extended sick leave for such employees when sick leave is exhausted and when employees are still unable to work because of such injury or illness. In order to be treated by their own doctors, employees must file a written "Designation of Treating Physician" with their department prior to any illness or injury occurring. If any state laws applicable to the University and relating to the subject matter of this Article are more generous to employees than currently provided for in this Article, the University will comply with the law.

B. Use of Accrued Sick Leave and Vacation

1. An employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.
2. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with the full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
3. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.
4. A non-probationary employee who is receiving temporary disability payments for work incurred injury or illness and supplemental sick leave or vacation as described in Sections B.1. through 3. above, is considered on regular pay status. Sick leave and vacation accrued during this period may be used as soon as they accrue.
5. A probationary employee who is receiving temporary disability payments for work incurred injury or illness and supplemental sick leave or vacation as described in Sections B.1. through 3. above, is considered not on regular pay status, and their probationary period may be extended. Sick leave and vacation accrued during this period may be used as soon as they accrue.

C. Extended Sick Leave

1. An employee who remains disabled and who continues to receive temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the basic salary plus any shift differential which the employee would have received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one injury or illness. Extended sick leave constitutes an advance against permanent disability payments.
2. An eligible employee who does not have sufficient accrued sick leave to cover the three (3) calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave 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.

3. An employee who elects not to use all sick leave is not eligible for extended sick leave benefits.
4. An employee who is receiving temporary disability payments and extended sick leave benefits is considered to be on regular pay status, except for completion of the probationary period. However, sick leave and vacation accrued during this period are credited to the employee only upon return to work. If an employee separates without returning to work, the employee shall be paid for vacation for the period the employee received extended leave payment.

D. Leave Without Pay

An employee on leave without pay and receiving temporary disability payments for work incurred injury or illness, accrues sick leave and vacation on the same basis as if regularly employed. Such accrued sick leave shall only be credited to the employee upon return to work. Vacation leave accrued while the employee was receiving temporary disability payments shall be credited to the employee if the employee returns to work. If an employee separates without returning to work, payment shall be made for the accrued vacation credit.

E. Family and Medical Leave

An employee who is receiving supplemental leave (sick leave and/or vacation) and/or extended sick leave as described in Sections B. and C. above, shall have that time counted towards the 12- workweek entitlement to family and medical leave, provided that the employee is entitled to leave pursuant to Article 22 - Leaves of Absence without Pay.

F. Right to Representation

While on medical leave, an employee has a right to union representation in accordance with the provisions of this Agreement.

G. Separation

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

ARTICLE 20 - MEDICAL SEPARATION

A. When the University determines that an employee is unable to satisfactorily perform the essential, assigned functions of their position due to a disability or other medical condition and determines that no reasonable accommodation exists without causing undue hardship, the employee may be medically separated.

1. Employees separated under this Article who had attained non-probationary career status are eligible for special reemployment procedures.
2. The University shall pay the costs of any medical examinations required by the University.

B. Basis for Separation

1. A medical separation shall be based on
 - a. a University statement describing the essential functions the employee is unable to perform satisfactorily; and
 - b. a written review by the University Accommodation Consultant or other appropriate University representative determining that no reasonable accommodation exists without causing undue hardship; and
 - c. any pertinent information such as medical information provided by the employee's health care provider or a health care provider retained by the University.
2. A medical separation may also be based on the employee's receipt of disability payments from a retirement system to which the University contributes.
3. An employee shall not be separated under this Article while they have accrued sick leave or while the employee is on extended sick leave. However, an 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.

C. Notices

1. Notice of Intent.

Advance written notice of the intention to medically separate the employee shall be given. The notice shall:

- a. State the reason(s) for the medical separation;
- b. Include a copy of the materials on which the University is basing the intended action such as documentation related to the interactive process (see B.1 above) and medical information provided by the employee's health care provider or a health care provider retained by the University;
- c. State the essential functions which the employee is unable to perform satisfactorily; and,
- d. State that the employee has the right to respond in person or through a representative within fourteen (14) calendar days from the date of the notice. Such response may be oral or in writing.

2. Notice of Separation.

After review of the employee's timely response, if any, the University shall notify the employee of its determination. If it has been determined that separation is appropriate, the employee shall be given advance written notice of the separation date and the employee's right to appeal. Such notice shall be provided by hand delivery, or by placing the notice in the U.S. Mail addressed to the employee at the employee's last known home address. Proof of service shall accompany the notice.

D. Special Reemployment Procedures

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

E. Service upon Reemployment

If a non-probationary career employee separated under this Article is reemployed within the allowed period, a break in service shall not be deemed to have occurred.

ARTICLE 21 - REASONABLE ACCOMMODATION

A. General Provisions

In a manner that is consistent with applicable law, the University provides reasonable accommodation to qualified employees who are disabled or become disabled and need assistance to perform the essential functions of their positions.

B. Interactive Process

1. When an employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the employee and appropriate University representatives about possible options for reasonably accommodating the employee's disability.
2. Options for reasonable accommodation may include but are not limited to: assistive devices; modification of existing facilities; restructuring the position to eliminate non-essential job functions; and leaves of absence.
3. Both the University representative(s), and the employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.
4. As part of the interactive process, the University will review the affected employee's position and will consider relevant information related to the essential functions of the position; the employee's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the employee's suggestions regarding which accommodation(s) to implement; accommodations, if any, to be implemented will be at the sole non-arbitrable discretion of the University. The University will not implement an accommodation that would present an undue hardship.
5. The university will process requests for reasonable accommodation and provide accommodations where reasonable and appropriate and in as short a time frame as reasonably possible.

C. Medical Documentation

The employee is responsible for providing the University Accommodation Consultant or other appropriate University representative with timely medical documentation regarding the employee's disability and how it limits the employee's ability to perform the essential functions of the position. The University may require that a University-appointed licensed health care provider examine the employee and/or confirm the documentation provided by the employee. In such a case, the University shall pay the costs of the University-appointed health care provider. Upon the employee's written request, the University will provide to the employee or their medical provider the employee's job description and list of essential functions of the job.

D. Trial Employment

When recommended by the University Accommodation Consultant, or other appropriate University representative and approved by the appropriate University official, a qualified non-probationary career employee with a disability or a former non-probationary career employee with a disability may be offered temporary trial employment in a position within the unit to evaluate the employee's interests and abilities. The length of this trial employment shall be determined by the University Accommodation Consultant in

consultation with the employing department/division head and shall not exceed one (1) year. Positions used for trial employment shall not be designated as career.

E. Special Selection for Other Positions

If the University determines that a non-probationary career status employee who becomes disabled cannot be reasonably accommodated in their current position, a search for an alternative vacant position for which the employee is qualified with or without reasonable accommodation will be conducted without the requirement that the position be posted.

ARTICLE 22 - LEAVES OF ABSENCE

A. General Provisions

In accordance with the provisions of this Article, leaves of absence, with or without pay, may be approved by the University. 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.

1. Benefit Eligibility

- a. For purposes of benefit eligibility, an approved leave without pay shall not be considered a break in service. Unless continuation of benefits is required by this Article or otherwise required by law, an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans (as determined by plan documents and regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

2. Requests for Leave

Except as provided under Section B.1.e., below, or otherwise provided by law, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. If the employee learns of the event giving rise to the need for leave more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave and, at a minimum, with 30 days' advance, written notice. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the University with as much advance, written notice as possible and, at a minimum, with such notice no more than five working days after learning of the event. All requests for leave shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information, as required.

3. Duration

For leaves other than Family and Medical Leave (FML) and Pregnancy Disability Leave, which are addressed in Sections B.1.c. and Section C.1., respectively, below, the duration, terms of the leave, and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. For leaves other than FML and Pregnancy Disability Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided in this Article or as may otherwise be required by law, the total aggregate of leaves of absence taken in any combination granted under this Article generally shall not exceed six (6) months.

4. Return to Work

- a. Except as provided in Section B.1.i. and Section C.5. for return from Family and Medical Leave (FML) and Pregnancy Disability Leave, respectively, or as otherwise required by law, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six calendar months or less, or 12 months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations that would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.

- b. An employee who has exhausted their original leave entitlement and who has been granted additional leave under another section of this Article or pursuant to a statutory right shall be reinstated in accordance with the provisions of the section under which the additional leave was granted or pursuant to law.
- c. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

B. FAMILY AND MEDICAL LEAVE (FML)

The University shall adhere to state and/or federal law. An employee who is eligible for Family and Medical Leave (FML) and has not exhausted their FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below:

- Due to the employee’s own serious health condition (Section B.2.)
- To care for a family member or designated person with a serious health condition (Section B.3.)
- As Pregnancy Disability Leave (Section B.4.)
- As Parental Bonding Leave (Section B.5.)
- As Military Caregiver Leave (Section B.6.)
- As Qualifying Exigency Leave (Section B.7.)

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

1. General Provisions for FML

a. Definitions Specific to FML

- i. **“Child”** means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in loco parentis.
- ii. **“Parent”** means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in loco parentis to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in loco parentis to the employee when the employee was a child.
- iii. **“Parent-in-law”** means the parent of the employee’s spouse or domestic partner.
- iv. **“Spouse”** means a partner in marriage.
- v. **“Domestic Partner”** means an individual designated as an employee's domestic partner under one of the following methods: (i) registration of the partnership with the State of California; (ii) the establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.
- vi. **“Grandchild”** means the child of an employee’s child.

- vii. **“Grandparent”** means the parent of the employee’s parent.
- viii. **“Sibling”** means a person related to the employee by blood, adoption, or by having a common legal or biological parent.
- ix. **“Designated person”** is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave, and employees are limited to one designated person per calendar year for FML purposes.
- x. **“Serious health condition”** is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - 1. **“Inpatient care”** means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits 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.
 - 2. **“Incapacity”** means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - 3. **“Continuing treatment”** means ongoing medical treatment or supervision by a health care provider, as defined below.
- xi. **“Health Care Provider”** is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of their duties as defined under State Law; a Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

b. Eligibility Criteria for FML

- i. Employees who have at least twelve (12) cumulative months of University service and have at least 1,250 hours of actual service (as defined below) during the twelve (12) month period immediately preceding the commencement of the leave are eligible for FML under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) if leave is requested for an FML-qualifying reason, except as otherwise provided in this Article. If the employee is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply. Consistent with CFRA, if the employee is taking baby bonding leave immediately after taking pregnancy disability leave, the 12-month period during which the employee must have at least 1250 hours of actual service worked is that period, immediately preceding the employee’s first day of pregnancy disability leave.
- ii. **“1,250 Hours Of Actual Service”** means time actually spent at work and does not include any paid time off, such as vacation, compensatory time, sick leave, or holidays not worked. However, for employees granted military leave, all hours that would have

been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

c. Duration of Leave

FML shall not exceed twelve (12) workweeks in any calendar year except in the following instances: (1) when it is used for Pregnancy Disability Leave, the employee shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy; (2) when it is used for a combined leave for Pregnancy Disability and Parental Bonding, the employee shall be eligible for up to four (4) months per pregnancy plus up to twelve (12) workweeks for Parental Bonding; (3) when it is used for Military Caregiver Leave, the employee shall be eligible for up to 26 workweeks of leave in a single 12-month leave period; and (4) when it is used in situations where the employee's FML does not run concurrently under the FMLA and CFRA.

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

For the purposes of FML, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FML need not be consecutive, in no event shall an employee's aggregate use of FML exceed a total of twelve (12) workweeks within a calendar year except in the four situations identified in the first paragraph of this subsection.

- i. **Hourly Conversion for Part-time or Alternately Scheduled Employees:** For employees who work part-time or a schedule other than an 8/40, the number of FML hours for which the employee is eligible shall be adjusted in accordance with their normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on their hours worked over the twelve (12) months immediately preceding the leave.
- ii. Any leave taken by an eligible employee that qualifies as FML (including leave for a work-incurred injury or illness) will be designated as such by the University and will be counted against the employee's leave entitlement. 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).

d. Forms in Which FML May Be Taken

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

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

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

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

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

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

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

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

e. **Notification**

- i. The employee shall give the University notice at least thirty (30) calendar days in advance of the leave's anticipated start date if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee shall give the University notice as soon as practicable. Failure to comply with this notice requirement may result in postponement of the leave.
 1. If the need for leave is foreseeable due to the planned medical treatment of the employee's serious health condition or the planned medical treatment of the employee's family member or designated person with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to minimize disruption to the University's operations, subject to the approval of the employee's health care provider.
 2. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.
- ii. The University shall determine whether the employee meets the eligibility requirements and qualifies for an FML Leave and shall, within five (5) days of that determination, notify the employee whether the leave is designated as FML Leave. The start date of the leave, the terms of the leave, and the date of return from the leave are determined when the leave is granted.
- iii. Extensions to an FML Leave may be granted, up to the aggregate maximum of twelve (12) workweeks in a calendar year or as follows, as applicable: (a) for up to 26 workweeks in a single 12-month leave period in the aggregate if FML is being taken as Military Caregiver Leave; (b) for up to four (4) months per pregnancy in the aggregate if FML is being taken as Pregnancy Disability Leave; (c) for up to four (4) months per pregnancy plus twelve (12) workweeks in the aggregate if FML is being taken as a combined leave for Pregnancy Disability and Parental Bonding; and (d) for up to the employee's maximum leave entitlement under the FMLA and/or CFRA, as applicable, in

situations where the employee takes FML for different reasons during the calendar year and one or more of those leaves do not run concurrently under the FMLA and CFRA.

f. Certification and Other Supporting Documentation

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

When FML is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the employee's health care provider. When certification is required by the University, the employee shall be so advised in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

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

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

When FML is requested so that the employee may care for a family member or designated person with a serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the family member's or designated person's health care provider. When certification is required by the University, the employee shall be so advised in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

1. certification that the employee's family member or designated person has a serious health condition as defined in Section B.1.a.x., above, and
2. a statement that the family member's or designated person's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's or designated person's treatment or incapacity, and
3. whether the employee's family member or designated person will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.

4. In addition, the employee will be required to certify either on the same form or separately what care the employee will provide the family member or designated person and the estimated duration of the period of care.

iii. **Certification When FML Is Taken as Pregnancy Disability Leave**

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

iv. **Certification When FML Is Taken for Military Caregiver Leave**

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

v. **Certification When FML Is Taken for Qualifying Exigency Leave**

When FML is requested as Qualifying Exigency Leave, the University may, at its discretion, require that the employee provide a copy of the military member's active duty orders. Employees may also be required to provide certification of: (a) the reasons for requesting Qualified Exigency Leave, (b) the beginning and end dates of the qualifying exigency, and (c) other relevant information.

vi. **Confirmation of Relationship**

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

vii. **Questioned Medical Certifications**

If the University has a good faith, objective reason to doubt the validity of the employee's certification for their own serious health condition, the University may, at its discretion, require that the employee obtain a second medical opinion from a second health care provider selected by the University. If the second medical opinion differs from the opinion of the employee's own health care provider, the University may, at its sole non-grievable discretion, require a third medical opinion from a third health care provider,

jointly selected by the employee and the University. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.

viii. **Additional Certification and/or Recertification**

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

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

An employee's failure to provide the certification and/or recertification for a foreseeable FML leave other than Pregnancy Disability Leave within the requested time may result in delay or discontinuance of the leave until the required certification is received. If the employee fails to provide certification or recertification within a reasonable time as requested, FML leave will be denied.

If the employee provides a certification and/or recertification that is not complete or sufficient, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete or insufficient certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete and sufficient certification and/or recertification, FML will be denied.

g. **Pay Status**

FML Leave is unpaid, except for the use of accrued leave and/or Pay for Family Care and Bonding (PFCB), as provided in this Article.

- i. An employee on FML for their own serious health condition may elect to use accrued sick leave, vacation, compensatory time off (if applicable), and/or PTO (if applicable) prior to taking FML without pay.
- ii. An employee on FML to care for a family member or designated person with a serious health condition or taking FML as Military Caregiver Leave may elect to use accrued sick leave (up to 12 workweeks), vacation, compensatory time off (if applicable) and/or PTO (if applicable) prior to taking FML without pay.
- iii. An employee on FML for Pregnancy Disability Leave may elect to use accrued sick leave, vacation, compensatory time off (if applicable) and/or PTO (if applicable) prior to taking FML without pay.
- iv. An employee taking FML as Parental Bonding Leave may elect to use accrued sick leave (up to thirty (30) calendar days), vacation, compensatory time off (if applicable), and/or PTO (if applicable) prior to taking FML without pay.
- v. An employee taking FML as Qualifying Exigency Leave may elect to use accrued vacation, compensatory time off (if applicable), and/or PTO (if applicable) prior to taking FML without pay.

h. **Continuation of Health Benefits**

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

- i. When the employee is on FML that runs concurrently under the FMLA and CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- ii. When the employee is on FML as Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single 12-month period. For purposes of Military Caregiver Leave, the “single 12-month period” is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
- iii. When the employee is on FML as a Qualifying Exigency Leave under the FMLA and/or CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- iv. When the employee is on FML as Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve-month period per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee’s FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
- v. When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave after the employees’ FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

i. **Return from FML**

i. **Required Notice and Documentation**

1. The employee shall provide reasonable notice to their employing department of their anticipated return to work.
2. An employee returning from FML for the employee’s own serious health condition may be required to provide a written medical release to return to work from their health care provider prior to returning to work. (For returns after Pregnancy Disability Leave, see Section C.5., below.)
3. Failure to provide a medical release that has been requested may result in the delay of reinstatement until the employee submits the required medical release.

ii. **Reinstatement Rights**

When an employee has been granted an approved FML for any purpose other than Pregnancy Disability and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), the employee shall be reinstated to the same or an equivalent position upon expiration of the leave. For an employee’s return to work rights after Pregnancy Disability Leave, see Section C.5., below. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations that would have been afforded if the employee had been working when the position was abolished or affected by layoff. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond their appointment end date or the predetermined date of separation. As stated in section B.1.i., above, an employee who has been granted FML for their own

serious health condition may be required by the University to provide a written medical release to return to work prior to their return to work.

2. FML for Employee's Serious Health Condition

FML for the employee's own serious health condition is leave taken when the employee's own "serious health condition," as defined in Section B.1.a.x., above, renders the employee unable to perform any one or more of the essential functions of the employee's position.

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

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

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

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

4. FML as Pregnancy Disability Leave

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

5. FML as Parental Bonding Leave

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

a. Time Limit for Parental Bonding Leave

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

b. Eligibility for Parental Bonding Leave

An employee taking FML as Parental Bonding Leave must meet the eligibility requirements for FML set forth in Section B.1.b., above, except when the employee is taking Parental Bonding Leave immediately following FML taken as Pregnancy Disability Leave. In those circumstances, an employee who was eligible for FML under the FMLA at the beginning of their Pregnancy Disability Leave shall be eligible for up to twelve (12) workweeks of Parental Bonding Leave under CFRA to bond with their newborn baby immediately following their

Pregnancy Disability Leave, provided that the employee has not exhausted their CFRA for that leave year.

c. **Advance Notice**

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

d. **Duration of Parental Bonding Leave**

Parental Bonding Leave, alone, shall not exceed twelve (12) workweeks within a calendar year. However, when FML for Parental Bonding Leave is combined with FML for Pregnancy Disability Leave, the total FML Leave shall not exceed seven (7) months in a calendar year.

e. **Forms in which Parental Bonding Leave May Be Taken**

The University shall grant a Parental Bonding Leave of less than two (2) weeks' duration on any two (2) occasions during a calendar year. The University, at its discretion, may require that any additional Parental Bonding Leave requested to bond with the same child be for a minimum duration of two (2) weeks, unless otherwise required by law.

6. FML as Military Caregiver Leave

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

a. **Eligibility Criteria and Duration Specific to Military Caregiver Leave**

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

b. **Definitions Specific to Military Caregiver Leave**

i. **"Covered servicemember"** means:

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

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

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

- iii. **“Outpatient status”** means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- iv. **“Serious injury or illness”** means:
 - 1. For a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the covered servicemember medically unfit to perform the duties of their office, grade, rank, or rating;
 - 2. For a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the covered veteran unable to perform the duties of their office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for Comprehensive Assistance for Family Caregivers.
- v. **“Parent of a covered servicemember”** means a covered servicemember’s biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the covered servicemember. The term does not include parents “in law.”
- vi. **“Son or daughter of a covered servicemember”** means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis when that person was a child, and who is of any age.
- vii. **“Next of kin”** means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember’s spouse, domestic partner, parent, son or daughter) or (b) the blood relative who the covered servicemember has designated in writing as their nearest blood relative for purposes of Military Caregiver Leave.
- viii. **“Single 12-month leave period”** means the period beginning on the first day the employee takes Military Caregiver Leave and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

c. **Leave Entitlement**

Military Caregiver Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any “single twelve-month (12-month) period.”

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

7. **FML as Qualifying Exigency Leave**

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

a. **Definitions Specific to Qualifying Exigency Leave**

i. **“Covered active duty or call to covered active duty status”** means:

1. In the case of a member of the regular Armed Forces: duty during the deployment to a foreign country.
2. In the case of a member of the Armed Forces Reserve: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation as defined by the FMLA.

ii. **“Qualifying exigency”** is defined as any one of the following, provided that the activity relates to the military member’s covered active duty or call to covered active duty status:

1. Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment;
2. Military events and activities, including official ceremonies;
3. Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care;
4. Financial and legal arrangements to address the military member’s absence or to act as the military member’s representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to active duty status and for the ninety (90) days after the termination of the military member’s covered active duty status;
5. Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care;

6. Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary Rest and Recuperation leave during the period of deployment;
7. Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;
8. Parental care for the parent or parent-in-law of the military member when the parent or parent-in-law is incapable of self-care; and
9. Additional activities related to the military member's covered active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

C. Pregnancy Disability Leave

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

For an employee disabled by pregnancy, childbirth or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the employee is eligible for FML, pursuant to Section B., above, such leave shall be deducted from an employee's FML entitlement under the federal FMLA as well as their entitlement under the Pregnancy Disability Leave Law (PDLL).

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

1. Duration

- a. An employee is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.
- b. If the employee continues to be disabled by pregnancy, childbirth, or related medical condition beyond four (4) months, additional leave may be granted in accordance with Section F. or as may otherwise be required by law.
- c. Following Pregnancy Disability Leave, the employee may be eligible for Parental Bonding Leave, pursuant to Section B.5., above, to care for the employee's newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Bonding Leave shall not exceed seven (7) months in a calendar year.

2. Use of Accrued Paid Leave

An employee on Pregnancy Disability Leave is normally without pay; however, an employee may elect to use accrued sick leave, vacation, compensatory time off (if applicable) prior to taking Pregnancy Disability Leave without pay.

3. Transfer and Other Reasonable Accommodations As Alternatives To Or In Addition To Pregnancy Disability Leave.

- a. **Transfer at the Request of the Employee.** The University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee

when such transfer is medically advisable according to the employee's health care provider, provided that the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave per pregnancy, unless the employee is also taking leave on an intermittent or reduced schedule basis. When the employee's health care provider certifies that the transfer is no longer medically advisable, the University shall return the employee to their same position or a comparable position in accordance with Section C.5., below.

- b. **Transfer to Reasonably Accommodate Employee's Need for Intermittent or Reduced Schedule Leave.** When the employee's health care provider states in a medical certification that it is medically advisable for the employee to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of the alternative position. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to their same position or a comparable position in accordance with Section C.5., below.
- c. **Other Reasonable Accommodations.** If the employee's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the employee to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

4. Certification

- a. When an employee requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its discretion, require that the employee's request be supported by written medical certification issued by the employee's health care provider.
- b. When a medical certification is requested in connection with the employee's request for reasonable accommodation or transfer, it shall contain the following: (a) a description of the requested accommodation or transfer, (b) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (c) the date on which the need for reasonable accommodation became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.
- c. When a medical certification is requested in connection with an employee's request for leave, it shall contain the following: (a) a statement that the employee needs to take Pregnancy Disability Leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, and (b) the date on which the employee became disabled because of pregnancy and the estimated duration of the leave.
- d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave until the required certification is provided.
- e. The University may, at its discretion, require that an employee returning to work immediately following Pregnancy Disability Leave provide a written medical release from the employee's health care provider prior to returning to work.

5. Reinstatement after Pregnancy Disability Leave

The date of reinstatement from the Pregnancy Disability Leave is typically determined by agreement between the University and the employee when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made and the employee is returning directly from Pregnancy Disability Leave, the University shall reinstate the employee within two (2) business days or, when two (2) business days is not feasible, as soon as possible after the employee notifies the University of their readiness to return.

If the employee is returning to work directly following the end of the Pregnancy Disability Leave and the University has requested that the employee provide a written medical release from the employee's health care provider, the employee shall not be reinstated until the medical release is provided to the University. The medical release shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

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

6. Continuation of Health Benefits

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

D. Disability Leaves Other Than Pregnancy Leave

A disability leave of absence is the period(s) for which an eligible career employee is granted leave from work for medical reasons in accordance with Section D.1. below. This leave includes the combined use of accrued sick leave and the disability leave of absence without pay in accordance with the provisions of this Article and Article 18 - Sick Leave. Disability leaves of absence with or without pay are provided for leaves due to non-work related illnesses or injuries.

1. Eligibility

An employee may be eligible for a disability leave of absence with or without pay when they have exhausted their twelve (12) workweek FML entitlement in a calendar year, or they are not otherwise eligible for FML Leave, or the employee has exhausted their four (4) month entitlement to Pregnancy Disability Leave under the Pregnancy Disability Leave Laws, and they are medically incapable of performing the essential assigned functions of their job due to a non-work related illness or injury, and they have furnished evidence of disability satisfactory to the University.

2. Duration

- a. When the use of accrued sick leave and a disability leave of absence without pay are combined, a disability leave may be granted by the University for a total period of verified disability consistent with the University's obligation to reasonably accommodate a disabled employee.

- b. An employee granted a disability leave who is also applying for University disability benefits for non-work related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking the disability leave without pay.
- c. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated in accordance with Article 20 – Medical Separation.

3. Return to Work

The employee shall not be reinstated from a medically-related leave of absence until a medical release certification is provided to the University within the time limits specified by the department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

E. Military Spouse/Domestic Partner Leave

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

1. Definitions Specific to Military Spouse/Domestic Partner Leave

- a. “Qualified member” means a person who is any of the following:
 - i. A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
 - ii. A member of the National Guard who has been deployed during a period of military conflict, or
 - iii. A member of the Reserves who has been deployed during a period of military conflict
- b. “Period of military conflict” means either of the following:
 - i. A period of war declared by the United States Congress, or
 - ii. A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code section 395.10

2. Eligibility

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

- a. Be a spouse or domestic partner of a “qualified member”;
- b. Perform services for the University for an average of twenty (20) or more hours per week;
- c. Provide the University with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment, of the employee’s intention to take the leave; and

- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee

3. Substitution of Paid Leave

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

F. Personal Leaves of Absence without Pay

1. At the University's sole non-grievable discretion, a career employee may be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the University. Such leave shall not exceed six (6) calendar months. Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for benefits except that the regulations of the retirement systems must be specifically checked to determine the effects of such leave without pay on retirement benefits.
2. 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 remained on pay status 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 18, Layoff and Reduction in Time, Article 19, Discipline and Dismissal, and Article 8, Probationary Period.

G. Pay for Family Care and Bonding (PFCB)

1. 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. Although Article 22 - Leaves of Absence states that FML is unpaid except for those situations where the Article authorizes and/or requires the use of specified paid leave accruals during FML, this Side Letter Agreement modifies the Article to give employees the option to be paid during FML using PFCB in accordance with the terms below.
2. 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.
3. 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. Section H in Article 22 - Leaves of Absence outlines the eligibility requirements for Family and Medical Leave. PFCB is not an option available during any other type of leave.
4. 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.
5. An employee may not use any paid leave accruals (e.g., vacation, sick leave, PTO, CTO, as applicable), while receiving PFCB.
6. **PFCB CALCULATION**

The PFCB option provides pay calculated at one hundred percent (100%) 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, uniform allowances, 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 biweekly 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.

7. PAY AND BENEFIT CONSIDERATIONS

a. Accruals and Service Credit

Because an employee is paid 100 percent of eligible earnings when receiving PFCB, accruals and service credit are calculated as if the employee is on pay status for 100 percent of their normal hours.

b. Taxability and Deductions

PFCB is considered taxable wages. An employee's normal deductions are taken from PFCB.

c. **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. However, benefits regulations affecting return to pay status after a leave without pay will apply if an employee returns to pay status by receiving PFCB.

H. Other Leaves of Absence with Pay

1. Jury Duty/Grand Jury

- a. A full-time career employee who is summoned to required jury duty shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek.
- b. A part-time employee in a career position who is summoned to required jury duty service shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the employee's regularly scheduled hours of work.
- c. During the time an employee is responsible to the court for daytime jury duty, the University will convert the employee's usual work shift to a regular five day, Monday through Friday, day shift.
- d. During the time an employee is responsible to the court for night time jury duty, the University will convert the employee's usual work shift to a regular five day, Monday through Friday, evening shift. Such an employee will receive shift differential only for hours actually worked on the evening shift.

2. Witness Leave

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

3. Blood Donations

An employee may be granted leave with pay during their regularly scheduled hours of work for time actually spent donating blood. Such leave shall not exceed two (2) hours per donation. Scheduling of such leave must be arranged with and approved by the employee's immediate supervisor. Granting such leave is subject to operational requirements.

4. Community Service Leave

A non-probationary, career employee with satisfactory performance shall be granted release time not to exceed sixteen (16) hours per calendar year in order to provide volunteer services to University-approved non-profit organizations engaged in charitable or community service efforts. A written request to take community service leave shall be submitted to the employee's supervisor and release time must be approved in advance by the Department head or designee. Employees taking community service leave shall be required to provide proof of service upon returning from the leave.

5. Time Off to Vote

If an employee does not have sufficient time outside of their working hours to vote at any general, direct, primary, or presidential primary election, the employee may take leave for a sufficient amount of time to enable the employee to vote. Not more than two (2) hours of such time shall be provided to an employee without loss of pay. Time off for voting shall be provided only at the beginning or end of the employee's regular work shift, unless otherwise mutually agreed. If an employee requires time off to vote, they shall give notice that they require time off at least two (2) days before the election.

I. Bereavement Leave

1. The University will grant an employee's request to use up to five (5) days of accrued sick leave or accrued vacation leave due to the death of a family member as defined in Section H.2. below. If accrued sick leave or accrued vacation leave is not available, the employee may take the leave without pay. The University shall not unreasonably deny bereavement leave of more than five (5) days.
2. Family member (including step-family member) for the purpose of bereavement leave is defined as the employee's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or a legal ward who is under 18 years of age). Parent includes a biological, foster, or adoptive parent, step-parent, legal guardian, or an individual who stood in loco parentis to the employee when the employee was a child.

J. Catastrophic Leave

Bargaining unit employees may participate, as donors and recipients, in Catastrophic Leave programs according to local campus/hospital/LBNL procedures and Article 18 - Sick Leave.

K. Leave for Bone Marrow/Organ Donations

An employee who wishes to donate bone marrow to another person may use up to five (5) calendar days of accrued vacation, sick leave, compensatory time off, and/or leave without pay during a calendar year. An employee who wishes to donate an organ for transplant may use up to thirty (30) calendar days of accrued vacation, sick leave, compensatory time off, and/or leave without pay during a calendar year. An employee may be required to submit medical documentation supporting the request for leave and/or return to work. Additional leave may be available to an employee donating bone marrow or an organ under Family and Medical Leave (see Section B. of this Article above) if the employee's condition qualifies as a serious health condition under the circumstances.

ARTICLE 23 - RESIGNATION & JOB ABANDONMENT

A. Resignation

Employees who voluntarily separate from employment are, by definition, considered to have resigned their employment with the University. An employee who retires or otherwise voluntarily separates from a position with the University shall be required to submit a letter of resignation as notice of termination at least 15 calendar days prior to the effective date of such resignation/termination.

1. With the exception of retirement, the final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee (in the form of a check or direct deposit) in a timely manner, not to exceed seven (7) working days.

Failure to report to work without having submitted a written notice of resignation/termination shall be treated as an abandonment by the employee of their position with the University.

B. Job Abandonment

The University may treat unexcused failure to report to work for five (5) consecutive scheduled workdays as an employee's abandonment of, and resignation from, their University position.

1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate them. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address by certified mail.
2. At the option of the employee, their response may be written or may be a meeting with a designated University official who has the authority to effectively recommend reinstatement of the employee.
3. Following the employee's timely response, or if no response was provided within the fourteen (14) calendar days, the designated University official shall issue a final decision.
4. The University's final decision, following completion of the requirements in §B.1-3 above, is not subject to the grievance and/or arbitration provisions of this Agreement.

- C. The University shall notify the employee in writing at the employee's last known mailing address of all actions taken under the provisions of this Article.

ARTICLE 24 - MILITARY LEAVE

General Provisions

An employee is entitled to Reserve Training Leave for Inactive Duty, Temporary Military Leave for Active Duty Training, Extended Military leave, Emergency National Guard Leave and Military Leave for Physical Examinations provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders. If applicable State or Federal law would be more generous to employees than is currently provided in this Article, the University will comply with the law.

A. Eligibility for Pay and Benefits

1. General Conditions and Eligibility.

An employee granted temporary military leave for active-duty training or extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of such leave in any one fiscal year, but not to exceed the actual period of service, provided:

- a. The employee has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior military service shall be included in calculating this University service requirement); and
- b. such payment for temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one fiscal year.

2. Part-time Employee

An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.

3. Ineligible Employee

An employee not eligible for military leave pay may have such absence charged to accrued vacation, accrued compensatory time, or the military leave may be without pay.

4. Monthly/Weekly Drills

Paid leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills. However, unpaid leave may be granted for such meetings, or the employee may elect to use vacation or compensatory time.

5. **Service Credit and Benefits.** An employee on temporary military leave for active-duty training or extended military leave, who is not on pay status shall receive length-of-service credit provided that the employee returns to the University service at the expiration of the leave in accordance with applicable State or Federal laws. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 17 - Vacation, Article 18 - Sick Leave and Article 16 - Holidays. An employee on pay status shall receive regular benefits, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State or Federal laws. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's group insurance regulations.

B. Temporary Military Leave for Active-Duty Training

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

C. Extended Military Leave

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

1. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the employee requests such extension.

2. Service Credit and Benefits

An employee granted extended military leave shall receive a lump-sum payment for earned salary, accrued vacation. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed one-hundred eighty (180) days. Vacation credits retained on the records in excess of one-hundred eighty (180) days shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred in the previous one-hundred eighty (180) day period.

3. Sick Leave.

Sick leave credit shall be retained on the records.

D. Extended Military Leave

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

If the probationary employee served in active military service for a period of more than thirty (30) days, they shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.

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

E. Emergency National Guard Leave

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

1. Eligibility for Pay

An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any (1) fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.

2. Service Credit and Benefits

An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length- of-service credit provided that the employee returns to University service immediately after the emergency service is over. Such employee shall accrue vacation and sick leave and receive holiday pay in accordance with Article 17 - Vacation, Article 18 - Sick Leave, and Article 16 - Holidays.

F. Physical Examination

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

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

G. Reinstatement

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

H. Military Caregiver Leave

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

1. Eligibility Criteria and Duration

An eligible employee is entitled to up to 26 workweeks of Military Caregiver Leave during a single 12-month leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered service member to be eligible for this type of leave and must meet the eligibility requirements for Family Care and Medical Leave set forth in Section H in Article 22 - Leaves of Absence.

2. Definitions

- a. "Covered service member" means (a) a current member of the regular Armed Forces (including a member of the Reserves; a member of the National Guard; or a member of the Armed Forces, the National Guard, or the Reserves who is on the temporary disability retired list) who has a "serious injury or illness" incurred or aggravated in the line of duty on active duty for which they are undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list or (b) a veteran of the Armed Forces (including the National Guard or the Reserves), provided that the veteran is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness" that was incurred or aggravated in the line of duty on active duty within five (5) years of the date on which the veteran left the Armed Services.
- b. "Outpatient status" means the status of a service member assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- c. "Serious injury or illness" means an injury or illness (a) incurred or aggravated by the covered service member in the line of duty on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of their office, grade, rank, or rating or (b) of a veteran of the Armed Forces (including the National Guard and the Reserves), provided that the veteran's injury or illness was incurred or aggravated in the line of duty on active duty and that the medical treatment, recuperation, or therapy that the veteran is receiving for that injury or illness is occurring within five (5) years of the date the veteran left the Armed Forces.
- d. "Parent of a covered service member" means a covered service member's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered service member. The term does not include parents "in law."
- e. "Son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- f. "Next of kin" means (a) the nearest blood relative of the covered service member (other than the covered service member's spouse, domestic partner, parent, son or daughter) or (b) the person who the covered service member has designated in writing as their nearest blood relative for purposes of Military Caregiver Leave.
- g. "Single 12-month leave period" means the period beginning on the first day the employee takes leave to care for the covered service member and ends 12 months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

3. Leave Entitlement

Leave is applied on a per-covered service member, per-injury basis. Eligible employees may take more than one period of 26 workweeks of leave if the leave is to care for a different covered service member or to care for the same service member with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any "single 12-month period." If an eligible employee does not use all of their 26 workweeks of leave entitlement to care for a covered service member during this single 12-month leave period, the remaining part of the 26 workweek entitlement to care for the covered service member for that serious injury or illness is forfeited. As with other types of Family Care and Medical Leave, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered service member, the

employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates a recurring periods of leave than does the employee's regular position.

4. Documentation and Certification

Employees may be required to provide a certification completed by an authorized health care provider of the covered service member 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 service member provide that information) including information establishing that the service member is a covered service member for purposes of Military Caregiver Leave, their relationship with the employee, and an estimate of the leave needed to provide the care. The employee may also be required to provide confirmation of a covered family relationship between the employee and the service member.

5. Use of Accrued Paid Leave

Military Caregiver Leave is unpaid leave, except an employee may use sick leave in accordance with Article 18 - Sick Leave and shall use accrued vacation time prior to taking leave without pay.

6. Advance Notice

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

7. Reinstatement

Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 28 - Layoff and Reduction in Time.

8. Continuation of Health Benefits

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

I. Qualifying Exigency Leave

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

1. Definitions

- a. "Covered military member" is an individual who is on "active duty or call to active duty status" and is either (a) a member of a regular component of the Armed Forces who is deployed to or returning from a foreign country due to service with the Armed Forces, (b) a member of the reserve components (Army National Guard of the United States, Army

Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, or Coast Guard Reserve), or (c) a retired member of the regular Armed Forces or the Reserves.

- b. "Parent of a covered military member" means a covered military member's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered military member. The term does not include parents "in law."
- c. "Son or daughter of a covered military member" means a covered military member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered military member stood in loco parentis, and who is of any age.
- d. "Active duty or call to active duty status" means duty under a call or order to active duty (or notification of an impending call or order to active duty) in the Armed Forces.
- e. "Qualifying exigency" is defined as any one of the following, provided that the activity relates to the covered military member's active duty or call to active duty status:
 - i. Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven or fewer calendar days prior to the date of deployment;
 - ii. Military events and activities, including official ceremonies;
 - iii. Childcare and school activities for a child of the covered military member who is either under age 18 or incapable of self-care;
 - iv. Financial and legal arrangements to address the covered military member's absence or to act as the covered military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status and for the 90 days after the termination of the covered military member's active duty status;
 - v. Counseling (provided by someone other than a health care provider) for the employee, for the covered military member, or for the child of the covered military member who is either under age 18 or incapable of self-care;
 - vi. Rest and recuperation (up to 5 days of leave for each instance) to spend time with the covered military member who is on short-term, temporary rest and recuperation leave during deployment;
 - vii. Post-deployment activities to attend ceremonies sponsored by the military for a period of 90 days following termination of the covered military member's active duty and to address issues that arise from the death of the covered military member while on active duty status; and
 - viii. Additional activities related to the covered military member's active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

2. Eligibility

An employee who is the spouse, domestic partner, son, daughter, or parent of a covered military member is eligible for Qualifying Exigency Leave if the employee meets the eligibility requirements for Family Care and Medical Leave set forth in Section H of Article 22 - Leaves of Absence.

3. Leave Entitlement

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

4. Documentation and Certification

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

5. Use of Accrued Paid Leave

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

6. Notice

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

7. Reinstatement

Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 28 - Layoff and Reduction in Time.

8. Continuation of Health Benefits

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

J. Military Spouse/Domestic Partner Leave

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

1. Eligibility to be eligible, an employee must satisfy all of the following criteria:

- a. Be a spouse or domestic partner of a "qualified member" (defined below);
- b. Perform services for the University for an average of 20 or more hours per week;
- c. Provide the University with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment, of the employee's intention to take the leave; and

- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.

2. Definitions

- a. "Qualified member" means a person who is any of the following:
 - i. A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
 - ii. A member of the National Guard who has been deployed during a period of military conflict, or
 - iii. A member of the Reserves who has been deployed during a period of military conflict.
- b. "Period of military conflict" means either of the following:
 - i. A period of war declared by the United States Congress, or
 - ii. A period of deployment for which a member of a reserve component is ordered to Active Duty, as defined in Military & Veterans Code section 395.10.
- c. Substitution of Paid Leave

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

ARTICLE 25 - DISCIPLINE AND DISMISSAL

A. Right to Discipline and Dismissal

The University shall have the right to discipline or discharge any non-probationary career employee for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.

B. Types of Discipline

1. The University may discipline an employee by written warning, suspension without pay, demotion, or dismissal.
 - a. 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.
 - b. 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.
2. At least one written warning shall precede any other corrective action except when corrective action is the result of performance or conduct that an employee knows or reasonably should have known, was unsatisfactory.
3. A verbal counseling or written counseling memorandum does not constitute discipline for the purposes of this Article. (See Article 8, paragraph H for additional provisions regarding counseling memoranda.

C. Investigatory Leave

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 University may place an employee on paid investigatory leave.

Investigations will not normally exceed thirty (30) working days. An investigatory leave may be extended; however, such extension beyond thirty (30) working days shall be paid by the University.

D. Notice of Intent

1. The University shall provide written notice of the intent to impose a disciplinary suspension without pay for more than five (5) working days, disciplinary demotion and/or dismissal. The written notice shall be given to the employee either by delivery of the notice to the employee in person or by placing the notice of intent in the United States Mail, certified with return receipt requested, addressed to the employee at the employee's address of record, which is the employee's last known home address. The notice of intent shall be accompanied by "proof of service" indicating the date which the notice of intent was personally delivered or mailed, and this date shall constitute the "date of issuance" of the notice of intent. A copy of the notice of intent shall be sent to Teamsters Local 2010.
2. The notice of intent shall:
 - a. Inform the employee of the action(s) intended and the effective date of the action(s);
 - i. Suspension: If the notice of intent shall be for a suspension inclusive in the period of the investigatory leave, inform the employee of the suspension dates;

- ii. Dismissal: if the notice of intent shall be for dismissal following a period of investigatory leave, inform the employee of the University's intention that thirty (30) working days shall be without pay;
- b. The reason(s) for such action(s);
- c. Include materials relied upon to support the disciplinary action, if any;
- d. Inform the employee of the right to respond, either orally or in writing to the Skelly Officer; and the fact that such response must be received within fourteen (14) calendar days from the date the notice was issued; and,
- e. Inform the employee of their right to representation.

E. Response to Notice

1. The employee and or the employee's representative may provide a response, oral or written within fourteen (14) calendar days from the date of issuance of such notice of intent.
2. After review of an employee's timely response to a notice of intent, if any, the University shall notify the employee of any action(s) to be taken. Such action(s) may not constitute discipline more severe than that described in the notice of intent.
3. Nothing in this Article shall be construed as preventing the University from imposing any discipline it deems less severe than that set forth in the notice of intent without issuing a new notice of intent.

F. Skelly Hearing

Within fourteen (14) calendar days of the date the notice of intent was issued, the employee has the right to respond orally to the designated Skelly Hearing Officer. The Skelly Hearing Officer shall not be a University representative who was involved in the decision to impose a discipline.

At the Skelly Hearing, the employee shall be entitled to give an oral response, including any facts or arguments which the employee and/or the Union wishes to convey to the Skelly Hearing Officer.

Within five (5) calendar days after the conclusion of the Skelly Hearing, the Skelly Hearing Officer shall issue a final letter to the employee with a copy to the Union of any action(s) to be taken in accordance with Section D above.

G. Removal of Letters of Disciplinary Action.

Upon an employee's request, a Letter of Disciplinary Action shall be destroyed eighteen (18) months after the date of issuance if during that time there has been no further disciplinary action taken against the employee. Letters of Disciplinary Action cannot be used to support subsequent discipline if there has been no further disciplinary action within eighteen (18) months following the issuance of the Letters of Disciplinary Action.

H. Written Warnings

Written warnings, unless used as a basis for subsequent disciplinary suspension or discharge, are not subject to Article 27, Arbitration.

COPIES OF DISCIPLINE TAKEN PROVIDED TO TEAMSTERS LOCAL 2010

When discipline exceeds a letter of warning, a copy of the notice of the final action taken will be sent to Teamsters Local 2010.

ARTICLE 26 - GRIEVANCE PROCEDURE

A. Definition, Eligibility, Consolidation, and Representation

1. **Definition.** A grievance is a claim during the term of this Agreement that the University has violated a written provision(s) of this Agreement.
2. **Eligibility.** Except, as otherwise provided in this Agreement, a grievance may be brought to the attention of the Office of Labor Relations through this procedure by an individual employee, a group of employees, or by the Union. A grievance may not be brought through this procedure by the University.
3. **Consolidation.** Grievances brought by, or related to, two (2) or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may upon mutual agreement of the Employee and Labor Relations Manager and the Union be consolidated for the purposes of this procedure; provided that the time limits described in this Article shall not be shortened or lengthened 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 a person or persons designated by TEAMSTERS LOCAL 2010. Said representative shall not be a University employee who has been designated by the University as supervisory, managerial or confidential. If an employee is represented by the Union, only one TEAMSTERS LOCAL 2010 representative (i.e., a UC MERCED employee) and one TEAMSTERS LOCAL 2010 Officer shall participate in the Grievance Procedure.

B. Procedure

1. Informal Review - Employee's Immediate Supervisor

Step 1. The employee must submit a written request for an informal review to their immediate supervisor, or designee. Within three (3) working days from the request, the immediate supervisor shall convene a meeting to discuss the grievance. All parties shall informally attempt a resolution of the matter before a formal grievance is filed. Informal resolutions, although final, shall not be precedent setting. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

Attempts at informal resolution do not extend time limits unless an extension is mutually agreed to in writing by the Employee and Labor Relations Manager or designee and the employee or their representative. The Union may file a formal grievance before the informal step is completed in order to meet the timelines set forth in Section B (2) below and said grievance shall be held in abeyance until the informal review is completed. The informal review must be completed within ten (10) calendar days of the filing of the grievance.

2. Department Review - Department Head or Designee

Step 2. A formal grievance initiation must be filed in writing on a grievance form mutually agreed to by the parties. The Office of Labor Relations 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. Grievances not presented within the time limits specified in the contract shall be considered untimely and not eligible for the Grievance or Arbitration Procedure.

Formal grievance may be filed by hand delivery, U.S. mail, or email in the Office of Labor Relations and must be received by that office within the time periods referenced herein. The date

filed shall be the date received in the Office of Labor Relations. If a grievance is received outside of normal business hours, the first following business day will be deemed the filing date.

During the Step 2 process, the alleged violations stated in the original grievance may be amended, by mutual agreement. Such amendment shall be in writing.

Formal grievance initiations filed by email must be sent to laborrelations@ucmerced.edu. The 'date of filing' for emailed grievance initiations shall be the date received on the University server, provided that the grievance is received during business hours. The University shall provide an acknowledgement of the Union's grievance, within (2) two business days.

Formal grievances must set forth:

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

The department head or official designee shall review the grievance and shall meet with the employee(s) and their representative, to discuss the grievance when the grievance alleges violations of this Agreement which are not subject to arbitration (Article 6 - Probationary Period; Article 10 – Training & Development; Article 11 - Promotion & Transfer; Article 39 - Union Rights, Section E; & Article 40 - Management Rights). Within fourteen (14) calendar days after receipt of the Grievance, the department manager or designee who issues the decision shall schedule a meeting with the employee. A written response will be issued to the employee(s) with a copy to their representative and the Union, within fifteen (15) calendar days of the meeting with the department head or designee. If the department's response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 3.

When the grievance alleges violations of this Agreement which are subject to arbitration, the parties may mutually agree to waive Step 2 and proceed to Step 3 if the grievance is not resolved at Step 1.

3. Human Resources Review

Step 3. If the grievance is not resolved at Step 2, an appeal may be submitted in writing by the employee(s) or their representative to the Office of Labor Relations. The written appeal must be received by the Office of Labor Relations within twenty (20) calendar days of the date on which the written response to Step 2 was issued or due.

Formal grievance appeals may be filed by hand delivery, U.S. mail or email in the Office of Labor Relations and must be received by that office within the time periods referenced herein. The date filed shall be the date received in the Office of Labor Relations. If an Appeal is received outside of normal business hours, the first following business day will be deemed the filing date.

Formal grievance appeals filed by email must be sent to laborrelations@ucmerced.edu. The 'date of filing' for emailed grievance appeals shall be the date received on the University server,

provided that the grievance appeal is received during business hours. The University shall provide an acknowledgement of the Union's grievance, within (2) two business days.

- a. Within twenty (20) calendar days of the receipt of the Step 3 appeal, the Employee and Labor Relations Manager, or designee shall schedule a meeting to discuss the grievance. During the meeting the parties shall discuss information and contentions relevant to the grievance.
 - b. The Employee and Labor Relations Manager, or designee shall issue a written decision within twenty (20) calendar days following the Step 3 meeting. The decision shall be sent to the employee(s) and their representative. A copy of the decision also shall be sent to the Union with a proof of service attached. The date on the proof of service shall constitute the "date of issuance."
 - c. The Union may appeal the grievance to arbitration pursuant to the Arbitration Article within thirty (30) calendar days of the date on which the decision was issued or due. The parties may agree, on a case by-case basis, to attempt resolution of the grievance through mediation.
- 4. Waiver.** The Employee and Labor Relations Manager, or designee and the Union Representative may mutually agree in writing to waive any and all steps of the Grievance Procedure. Such written agreement must be executed in advance of the expiration of the specific applicable time limits, i.e., no later than the last day of the applicable time limit.
- 5. Time Limits.** Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits as set forth in Section B.4 above. 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, 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.
- 6. Pay Status.** Time spent by bargaining unit employees in investigation of grievances shall be on pay status as follows:
- a. A maximum of eight (8) non-cumulative hours per month will be granted for such activities; and,
 - i. A request for the release time must be made to the employee's immediate supervisor at least twenty-four (24) hours in advance of the activity.
 - ii. Whenever the University and the Union convene a meeting to mutually resolve grievance(s) 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.
 - iii. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses at such meetings shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings. The University will make a good faith effort to alter the work hours for grievants and/or stewards who do not work the day shift. Said grievants and/or stewards shall not suffer a loss of regularly assigned shift pay when participating in the Grievance Procedure.

C. Resolution

Resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance in the Skilled Crafts Bargaining Unit, the Union shall be notified. The University and the Union agree that any resolution of a grievance at Step 2 or thereafter shall be reduced to writing.

D. Mediation/Arbitration

The University and the Union may mutually agree to mediation/arbitration with an agreed upon arbitrator.

ARTICLE 27 - 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 written request for arbitration must be sent by certified mail or email and received by the Chief Human Resources Officer or designee within thirty (30) calendar days of the date on which the Step 3 grievance decision was issued or due. Arbitration requests filed by email must be sent to laborrelations@ucmerced.edu. The 'date of filing' for arbitration requests shall be the date received on the University server, provided that the request is received during business hours. If a request is received outside of normal business hours, the first following business day will be deemed the filing date. The University shall provide an acknowledgement of the Union's request for arbitration within (2) two business days. If the University challenges the arbitrability of the grievance it shall provide notice to the Union prior to the selection of the arbitrator, when practicable.

Proof of service must accompany appeals sent by certified mail. An appeal to arbitration is considered filed on the date it is received in the Labor Relations Office.

B. Selection of Arbitrators

Within fourteen (14) calendar days of a request for arbitration, the parties shall meet and attempt to reach agreement on an arbitrator. If no agreement is reached, the parties shall use the arbitrators listed herein by randomly drawing three names. The first arbitrator's name drawn shall be contacted and if the arbitrator's first available date is more than ninety (90) calendar days from the date of the request, the parties may agree to contact the second arbitrator's name drawn. If the second arbitrator's first available date is more than ninety (90) calendar days from the date of request, the parties may agree to contact the third arbitrator. If the third arbitrator is not available as specified above, the selection process shall be repeated until an arbitrator is selected. The arbitrator will be selected from the following:

1. Jan Stiglitz
2. Ms. Katherine Thompson
3. Cheryl A. Stephens
4. Juan Carlos Gonzales
5. Mr. Paul Roose
6. Andrea Dooley
7. Najeeb Nabil Khoury
8. David Weinberg

If an arbitrator on this list declines to take cases in this area, the parties will agree on a replacement.

C. Arbitration Procedure

1. The arbitration procedure 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 and provided to the opposing party 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.

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 conclusion(s) as to violation 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. If the arbitrator determines that a grievance was not received by the University within the time limits set forth in Article 26, Section B, the arbitrator shall have no jurisdiction to decide the merits of the grievance. The arbitrator shall have no jurisdiction to decide issues not specifically identified on the initial grievance form.
8. The arbitrator's fees shall be borne equally by the parties.
9. 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 Paragraph 2 below, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and benefits received from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. The decision of the arbitrator 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 arbitrator notifies the parties that the time frame cannot be met or the parties mutually agree in writing to an extension of time. The arbitrator shall retain jurisdiction for purposes of disputes over application of the decision and/or remedy ordered.
2. The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursement for:
 - a. Any period of time during which an extension of time limits has been granted by the University at the request of the Union; or,
 - b. Any period of time between the date a hearing was originally scheduled to be held, and due to a request from the Union to postpone or change the scheduled hearing, the rescheduled date of the hearing; or
 - c. Any period of time greater than sixty (60) calendar days prior to the date of the Informal Review, Step 1 of the Grievance Procedure, except for the correction of mathematical, calculation, recording or accounting errors. For grievances involving the correction of an error in the payment of wages or the correction of mathematical calculations, recording or accounting errors relating to the payment of wages (for example vacation leave, holidays, overtime, military leave or the amount of shift differentials, if any) shall not be made retroactive to a date earlier than two years prior to the date of the Informal Review, Step 1 of the Grievance Procedure.

E. Release Time and Pay Status

Whenever an arbitration hearing or a meeting convened to resolve an arbitration is scheduled during the regular work time of an employee who is a grievant release time with pay shall be granted to the employee(s) and 1 employee representative involved in said hearing or meeting so long as a request to the employee's immediate supervisor for release time is received at least one (1) University business day in advance. Employees so released shall be granted leave with pay and time shall be counted toward hours

worked. For purposes of release time, it shall be assumed the employee is a day shift employee. University employees called as witnesses shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings convened to resolve the arbitration and for the arbitration hearing. Time spent in preparation for arbitration shall be on pay status as follows:

1. A maximum of ten (10) hours per month will be granted for arbitration-related activity; and,
2. A request for the release time described in subsection (a) above must be made to the grievant's and/or the representative's immediate supervisor at least one (1) University business day in advance of the activity.

ARTICLE 28 - LAYOFF AND REDUCTION IN TIME

A. Should the University determine that layoffs are necessary due to lack of work or lack of funds, the following shall apply.

B. Definitions

1. Temporary layoff and temporary reduction in time affecting a career position is for a specified period of less than four (4) calendar months from the date of layoff.
2. Indefinite layoff and indefinite reduction in time affecting a career position is one which no date for return to work, or no date of restoration to the employee's former appointment rates is provided.
3. Whenever the term layoff is used in this Agreement it shall be construed to encompass both indefinite layoff and indefinite reduction in time as defined above.
4. 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 furlough, temporary layoff, or indefinite 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.

5. Seniority is calculated by the number of full-time equivalent months (or hours) of University service, excluding employment prior to 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 is considered the least senior.

C. Minimization of Indefinite Layoff

1. The University shall attempt to minimize indefinite layoffs as defined in Section B2 above, from career positions by first reviewing the necessity for existing limited positions within the department. When a vacancy exists within the layoff unit in an active career position in other classes in the department which are at the same salary level (as determined by the salary range maximum) as the employee's current position, the department head shall reassign an employee scheduled for indefinite layoff to that position, provided that the department head determines that the employee is qualified to perform the duties of that position.
2. Notwithstanding C1 above, the parties shall meet and discuss alternative solutions to layoffs within the first fifteen (15) days from the date of the notice of indefinite layoff. However, if agreement is not reached, the University may implement its decision.

D. Temporary Layoff and Temporary Reduction in Time

1. 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 thirty (30) calendar days prior to the effective date. Concurrent notice shall be sent to the Union.
2. If an indefinite layoff or indefinite reduction in time should become necessary while an employee is on temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time, as set forth in Section E below, shall be applied.

E. Indefinite Layoff and Indefinite Reduction in Time

1. Indefinite layoffs and reductions in time are by class (title code) or by craft within a department. For purposes of this Article, a craft is defined as a job family includes employees at the I, II, and Lead Levels as outlined in Appendix J. The order of indefinite layoff and reduction in time of employees in the same class or craft within a department shall be in inverse order of seniority.
2. Seniority shall be calculated by the number of career full-time equivalent months (or hours) of UC MERCED service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be deemed the least senior.
3. Whenever feasible, an employee will receive at least thirty (30) calendar days' written notice prior to indefinite layoff or reduction in time. If less than thirty (30) calendar days' notice is provided, the employee shall receive straight time 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. Prior to a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a non-probationary career employee shall be informed of the procedures for recall and preferential rehire. Concurrent notice shall be sent to the Union.

F. Reemployment from Indefinite Layoff

1. Right of Recall to Department of Layoff. A non-probationary career employee who is separated or whose time base 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. Such position must be in the same class or craft, department and at the same or lesser percentage of time as the position held at the time of layoff.
2. Preference for Reemployment or Transfer. A non-probationary career employee who has been separated or whose time has been reduced due to indefinite layoff or who has received written notice of indefinite layoff or reduction in time within the two (2) calendar months prior to the effective date of layoff shall be granted preference within the Unit for reemployment or transfer to any active or vacant career position for which the employee is qualified provided the position is:
 - a. At the same salary level or lower (as determined by the salary range maximum), and,
 - b. At the same or lesser percentage of time as the position held at the time of layoff.
3. Reemployment at another University Location. The Employment Manager shall assist a non-probationary career employee on indefinite layoff who wishes to seek employment at another campus or laboratory.

G. Duration of Recall and Preference Rights

1. A non-probationary career employee with less than five (5) years of seniority shall have recall and preference rights for reemployment for a period of one (1) year from date of layoff.
2. A non-probationary career employee with at least five (5) but less than ten (10) years of seniority shall have recall and preference rights for reemployment for a period of two (2) years from date of layoff.
3. A non-probationary career employee with ten (10) or more years of seniority shall have recall and preference rights for reemployment for a period of three (3) years from the date of layoff.

4. Employees shall respond affirmatively to periodic inquiries as to their desire to return or availability. In the event that an employee is no longer available or desires not to return, the right to recall and preference for reemployment shall expire one year after the effective date of layoff.
5. Rights to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in casual University positions.

H. Termination of Right to Recall and Preference

Right to recall and preference for reemployment terminate if an employee:

1. Refuses an offer to return to a position, at the same or greater percentage of time, to the department and class or craft from which laid off; or,
2. 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.
3. 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 at the time of layoff; or,
4. Is no longer available for the reasons specified in Section G.4 above; or,
5. Fails to respond to written notice of an employment opportunity.

I. Acceptance of Employment

Preference for reemployment terminates if an employee accepts any career position at UC MERCED.

J. 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.

K. General Effect on Benefits

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

L. Merced 2020

KM-unit employees, active and on pay status, or on approved leave as of the date of ratification of the 2020 Successor agreement, will not have their hours reduced nor be laid off as a result of the implementation of the "Merced 2020" project. This also includes the position of Stationary Engineer that is actively being recruited for at the time ratification of this agreement. For reference, the date of ratification of this agreement is July 1, 2020.

ARTICLE 29 - JOINT HEALTH AND SAFETY COMMITTEE

A. Establishment of Committee

The University and the Union shall establish a Joint Health and Safety Committee for the skilled crafts unit. Said committee will discuss the implementation of safety regulations and safety training and make recommendations to the University.

B. Composition of Committee

The Committee shall be composed of no more than three (3) bargaining unit representatives, including two (2) bargaining unit members and one (1) TEAMSTERS LOCAL 2010 paid representative, and no more than three (3) University representatives. The bargaining unit representatives shall not be from the same trade. Upon mutual agreement, each party may include additional representatives at the meetings of the Committee. Any participation in joint health and safety committee activities will be on pay status.

C. Meetings of Committee

Meetings shall be scheduled quarterly, unless the parties otherwise agree, at the request of a designated TEAMSTERS LOCAL 2010 Representative or designated University Official. Items to be included on the agenda for the aforementioned Joint Health and Safety Committee meetings are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting. The Union shall contact the Office of Labor Relations at least fourteen (14) calendar days in advance to schedule the meeting.

D. Occupational Safety & Health Administration (OSHA) Logs

The University shall provide CAL OSHA logs to TEAMSTERS LOCAL 2010 and/or post the logs in the Facilities Department as soon as the Campus develops updates to the CAL OSHA logs.

ARTICLE 30 - HEALTH AND SAFETY

A. Safety

1. 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, including but not limited to complying with UC MERCED's Injury and Illness Prevention Programs.
2. 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 hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints pursuant to the University's Whistleblower Policy.
3. 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 Environmental, Health and Safety or designee. Management shall contact Environmental, Health and Safety or designee, and the employee may be reassigned to perform other work. If the work in question is determined to be safe by the Director of Environmental, Health and Safety or designee, the employee may be ordered to perform the work. If the safety matter is not resolved satisfactorily, the Union may consult with the Campus Labor Relations Director or designee, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations.

B. Protective Clothing and Equipment

1. The University may require unit employees to wear protective clothing.
2. Protective clothing is attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment protects the employee from exposure to hazardous working conditions. The University shall continue to provide clothing and safety equipment which it currently makes available to the employees covered by this Agreement. If protective clothing (e.g. overalls, coveralls, painter's whites) is required on a continuing basis, the University shall provide and maintain such clothing.
3. UC MERCED will annually furnish an allowance of two hundred fifty dollars (\$250) towards the purchase of safety shoes to all employees in the bargaining unit. While on pay status, employees shall be required to wear the safety shoes unless otherwise directed by the University.
4. UC MERCED will annually furnish an allowance of two hundred and twenty-five dollars (\$225) towards the purchase of regulated safety glasses to all employees in the bargaining unit. Safety glasses must be rated at a standard of no lower than current ANSI Z87.1. The acceptable ratings are subject to revisions as approved by ANSI. Employees shall be required to wear safety glasses as determined necessary by the University.

These allowances will be issued no later than the last full pay period in July of each year for duration of this agreement. Payment will be issued via the normal pay processing for the employee. These allowances are subject to applicable state and federal taxation as required.

C. Safety Training

1. The University will provide safety, health and environmental training consistent with the compliance requirements set forth in local, state, and federal regulations.

2. The University will provide appropriate safety training to bargaining unit employees including CPR and NFPA 70E training to employees. In addition, the University will provide hepatitis shots when employees request them.
3. The University and the Union agree that bargaining unit employees are required to carry out their job duties without endangering their own health or safety or that of other employees. The University and the Union further agree that no employee may manufacture, distribute, dispense, sell, use or be under the influence of alcohol or illegal drugs while performing their job duties.

D. Disputes

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

ARTICLE 31 - MISCELLANEOUS PROVISIONS

A. Absences

If an employee fails to notify the University of their absence, such an absence will be deemed to be unauthorized.

Employees shall contact their immediate supervisor regarding absences. Notices will be posted in each shop regarding reporting procedures.

Unexcused failure to report to work for five (5) consecutive workdays may be treated as an employee's abandonment of, and from, their University position as per Article 23.

B. Lie Detector (Polygraph) Tests

No employee shall be required as a condition of continuing employment to take a lie detector test.

C. Licenses and Certificates of Competence

1. The University, as a condition of employment, shall continue to require such licenses and certificates of competence for given position(s) as per current practice. Proof of valid licensure and/or certification must be given to the University for retention in the employee's personnel file. Any employee who fails to maintain required licensure and certification may be subject to discipline, up to and including termination.
2. If, during the term of this Agreement, a new governmental requirement for licensure and/or certification is established that changes the terms and conditions of employment for bargaining unit employees, the parties shall meet and confer concerning the effects of the new requirement.
3. Bargaining unit employees are required to maintain a valid California Driver's License. The University shall provide a reasonable number of trucks, carts and/or vehicles to bargaining unit employees when necessary to perform their assigned duties. The University may supplement vehicles with hand carts, and/or golf carts as deemed by University. Subject to make purchase/lease of vehicles upon budget allowance.
4. If a bargaining unit employee receives notice of the suspension or revocation of their California Driver's License, said employee shall immediately report the same to their immediate supervisor. An employee's failure to report either the notice of or actual revocation or suspension of said license, may lead to discipline, up to and including termination. Where necessary, the University shall reassign said employee's job duties; however, said reassignment shall not exceed thirty (30) days unless the University and the Union agree to a greater period of extension, which said agreement shall be reduced to writing.
5. If maintaining a valid California driver's license is an essential function of the position, the employee will still be expected to perform all functions of the position without the use of a University vehicle.

D. 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 at the prevailing University rate.

ARTICLE 32 - PARKING

A. General Provisions

- 1.** The University shall provide parking to the same extent and under the same conditions and applicable parking fees as normally provided for other unrepresented University non-management staff employees.

Parking increases shall not exceed ten (10) dollars per month per fiscal year for the lifetime of this agreement.

- 2.** Employees who work a shift in which three (3) hours or less of that shift occur during parking enforcement hours shall be eligible for reduced parking rates.

ARTICLE 33 - INSURANCE AND RETIREMENT BENEFITS

A. General Conditions

Employees in this unit are eligible to participate in a number of benefit programs generally available to non-management, non-supervisory, non-confidential, nonacademic employees of the University who are not exclusively represented. The current benefits for each plan are briefly summarized in Appendix D. However, the Union understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for each plan, the details of the most current benefit program information can be found at <http://ucnet.universityofcalifornia.edu>.

B. Health Benefits

If during the term of this Agreement the University chooses to alter the coverage, rate of contribution, or carrier of these plans as they apply to other staff employees described above, the Union will be notified of any such proposed change(s) before they are implemented. Upon the Union's request, the University will meet and discuss on the proposed change(s).

Increases in employee contribution rates for the Kaiser, and HealthNet Blue and Gold HMO plans, for employees in salary tier pay bands 1 & 2 shall not exceed \$25 dollars per month (up to an aggregate increase of \$300/year) over the prior year for each year of the agreement. This is a non-precedent setting agreement that shall not be used by Teamsters Local 2010 in any other negotiations.

Pay Band	2023
1	\$65,000 & Under
2	\$65,001 to \$129,000
3	\$129,001 to \$194,000
4	\$194,001 & Over

C. Retirement Benefits

1. The University maintains several retirement and savings plan for eligible University employees. Currently, such plans include the UC Retirement Plan (UCRP), TAX-deferred 403(b) Plan, Defined Contribution Plan (DC Plan), and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). Eligible Employees may participate in a number of retirements plans generally available to other eligible staff employees of the University.
2. The University may, at its option, alter the existing UCRS plans and establish new retirement and/or savings plans for the UCRS. Such alterations include but are not limited to altering the eligibility criteria; altering or deleting current benefits; changing rate of employee contribution subject to b.2 (below); or changing the carrier or administrator for established plans or programs.
 - a. In the event the University makes such alterations, the changes will apply to employees eligible for retirement benefits in the same manner as they apply to other eligible non-represented staff employees of the University.
 - b. The sole exception to section C.2, above, shall be:
 - i. Any alterations proposed by the University which affect only bargaining unit employees.
 - ii. Any proposed increases to the rate of employee contribution will be subject to meeting and conferring with the Union.

D. Health & Welfare Benefits (formerly side letter page 86)

1. The University's Office of the President and the Union agree to meet no less than twice per calendar year to discuss changes, if any, to the University's health and welfare benefit programs. Such meeting shall occur in advance of the University's annual open enrollment period and will be rotated between the three Southern campuses. The parties may agree to hold these meetings via conference call or webinar in lieu of an "in-person" meeting.
2. In order to effectuate this meet and discuss process, the University will provide written notice and any information available at the time to Teamsters 2010 as soon as practicable but in no event later than (60) days prior to the effective date of proposed changes. Both parties agree to meet and discuss within fifteen (15) calendar days of the written notice.
3. The University shall provide up to (4) hours of paid release time for up to for four (4) bargaining unit employees to participate in the meeting described herein. If the meeting is held at another location, which is not the home location of the bargaining unit employee, up to four (4) additional hours may be granted for the purpose of the travel.

ARTICLE 34 - DEATH PAYMENTS

A. Death Payments

1. Upon the death of an eligible employee of the University, a sum equal to the salary of the deceased for one (1) month shall be paid to the surviving spouse, or if there is no surviving spouse, to the deceased's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. The University also provides a term life insurance policy for eligible employees in the amount of one times the employee's annual covered salary rate multiplied by the percent time of the employee's appointment. PERS members are covered for this amount minus the \$5,000.00 PERS death benefit. The maximum benefit for PERS members is \$45,000.00. The maximum benefit for all other eligible employees is \$50,000.00. Benefits are payable to the employee's named beneficiary.
2. In addition, the University of California Retirement System pays a \$7,500.00 death benefit plus one month's final salary to the employee's beneficiary if the employee was still employed at the time of death. Benefits are paid to the employee's named beneficiary.

B. Eligible Employee

1. For the purpose of the one (1) month salary death payment payable by the University, an eligible employee is one who has completed six (6) continuous months on pay status at fifty percent (50%) time or more without a break in service prior to death.
2. For the purpose of the University paid life insurance and the UCRS death benefits, an eligible employee is one who is a member of a retirement system at the University. The benefit(s) is payable if an employee dies while in active service on pay status or within the first four (4) months of an approved leave without pay or temporary layoff.

C. Eligible Dependent

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

D. Employee Earnings

The department head shall initiate the necessary action in order that payment of any vacation, salary, overtime, or other monies due to the deceased employee can be made. Such payment is made in accordance with Accounting Manual Section P-196-25 (Employee Death Payment). Payment shall include the deceased employee's salary for the day of death, unless the employee was on leave without pay on the day of death.

ARTICLE 35 - UNION PAYROLL DEDUCTIONS

A. Union Payroll Deduction

1. Upon notice from Teamsters Local 2010 ("Union") that an employee in the UC MERCED Skilled Crafts Bargaining Unit has authorized payroll deduction, the University agrees to deduct 1.44% of an employee's in-unit retirement gross pay and remit that amount to Teamsters Local 2010. Individual requests to cancel payroll deduction shall be directed to Teamsters Local 2010. The authorization for payroll deduction shall remain in full force and effect until Teamsters Local 2010 informs the University payroll deductions are to be stopped. Such notice is to be communicated as defined in Section B below. The Union notification of union payroll deduction authorization and/or stoppage is submitted by way of an Excel Template. For timing of Union notification and University administrative process, refer to Section B below.
2. **Union Payroll Deduction Remittance and Administrative Fees.** The University further agrees to remit monthly to the Union all authorized union payroll deductions minus the administrative fees. The cost of processing the manual check or electronic transfer of remittance monies shall be ten dollars (\$10.00). In addition, the University will charge the Union seven cents (\$0.07) per employee for whom deductions are being made, covering calculations and reporting administrative fees.
3. **Correction of Errors.**
 - a. If the University fails to make appropriate authorized payroll deductions, the University shall correct the deduction amounts by deducting the correct amount from the employee's next scheduled pay date following thirty (30) calendar days from the Union notice of failure to take appropriate union payroll deduction.
 - b. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal deduction amount in any given pay period.
 - c. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.
 - d. If the parties cannot agree on the amount of the appropriate deduction only the Union may file a grievance.
4. **Changes to Dues Deductions Percentage Rate.** If Teamsters Local 2010 changes the deduction percentage rate to be deducted from the employees' pay, it shall notify the University in writing forty-five (45) calendar days prior to the effective date of the change. Changes to the dues percentage rate is allowable once every twelve (12) months with no cost to the Union for programming changes. If the Union decides to make the change to the percentage rate more than once in a 12-month period, then the Union shall pay for the system programming changes at the same rates that apply to other employee organizations described in the University Accounting Manual.
5. **Political Contribution Program - DRIVE.** Dues paying members in the UC Merced 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 by including them in the file referenced in Section B below. 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.

6. **Indemnification.** The Union shall indemnify the University for any claims made by any employee(s) in the UC Merced Skilled Crafts Bargaining Unit for deductions made by the University in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.
7. **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.

B. Electronic Transmission of Deduction Information

1. Certification and Maintenance of Deduction Information.

- a. The Union will certify to the University to begin deductions or to stop deductions. For bargaining unit members, deductions shall be from in-unit earnings based on retirement gross earnings.
 - b. The Union will either deliver an electronic file in Excel (.xls) format to UC Merced's appropriate office or upload files to the FTP website, in accordance with Section 2 below. The current process is to provide to UC Merced's appropriate office. The University shall provide to the Union at least a thirty (30) calendar days' notice in advance of any administrative process changes in the delivery of the electronic Excel file.
 - c. Based on employees in this bargaining unit being paid bi-weekly, the union payroll deductions file, noted in Section B.1.b above, shall be transmitted to the University no later than the Friday before the end of the pay period in order to affect the next payroll with a pay begin date that falls after the date the deduction certification is received from the Union.
 - d. The Union will solely maintain the deduction authorization, signed by the employee from whose wages the deduction is to be made. The Union shall not be required to provide a copy of the member's authorization to the University as the arrangement is between the Union and the member. Employees will be directed to the Union should there be any questions from employees.
 - e. If an employee is separated from the University or transferred out of the UCM Skilled Craft Bargaining Unit, union payroll deductions will be stopped.
2. The Union list to be submitted shall include the following:
- a. Location / Business Unit Code - Insert Code 10 for UCM Campus
 - b. Location Name (Campus or Medical Center) - Insert UCM Campus
 - c. Bargaining Unit - Insert KM
 - d. Employee Identification Number
 - e. Employee Name (Last, First)
 - f. Action Code (A=Add, C=Change*, OR S=Stop) - Change is only applicable to changing DRIVE Amount
 - g. Deduction Code (D=Dues, OR PA=Political Action/DRIVE)

h. Indicate Ongoing Deduction Dollar Amount for Political Action

ARTICLE 36 - LABOR-MANAGEMENT RELATIONS

- A.** A. Meetings shall be scheduled quarterly, unless the parties otherwise agree, at the request of Teamsters 2010 or the designated University official for the purpose of informally discussing actual or potential employer-employee relations problems. Items to be included on the agenda for the aforementioned labor-management meetings are to be submitted at least seven calendar days prior to the scheduled date of the meeting if at all possible.
- 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 addendums to the Agreement are permitted by mutual agreement of the parties.
- C.** Unless otherwise agreed by the parties, the University will provide release time for a maximum of two (2) bargaining unit employees, not from the same department, to attend such meetings when they occur during the employee's shift. Upon request of the Union, management may approve 1 additional bargaining unit employee to attend the meeting. Requests will not be unreasonably denied.

ARTICLE 37 - BARGAINING UNIT WORK

The University and the Union agree that bargaining unit work will be performed by bargaining unit employees and that supervisors and non-unit employees shall not normally perform work done by bargaining unit employees. However, management reserves the right to assign supervisors or non-unit employees to perform work in the event of emergencies of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect property, equipment, life, safety and health, including affected research as well as under exceptional circumstances in order to meet the operational needs of the University.

ARTICLE 38 - SUB-CONTRACTING

- A.** When determining whether or not to subcontract bargaining unit work, the University shall consider whether said work should be performed by bargaining unit employees in-house. However, the decision to subcontract work is the prerogative of the University and management reserves the right to subcontract unit work, including the right to continue subcontracting work which has been subcontracted in the past. With the exception of said past subcontracted work, the University will make reasonable efforts to perform unit work in-house.

When making any decision to contract out Bargaining Unit work, management shall consider the following factors before contracting out the work:

- a. Costs
 - b. Materials, tools, and equipment
 - c. Supervision
 - d. Time constraints
 - e. Project priorities
 - f. Availability of qualified bargaining unit employees who have the special skills and licensures to perform the project work on overtime
- B.** Upon written request by the Union, twice per year, the University shall provide to the Union and a designated steward a summary of subcontracted work which is funded by the State of California Operations and Maintenance of Plant budget. Subcontracted work is that work which is less than \$50,000 in total, or painting work which is less than \$25,000 in total.
- C.** UC Merced and Teamsters 2010 agree it is not their intent to layoff employees who are doing bargaining unit work. The University agrees to notify the Union, at least thirty (30) calendar days in advance, except in an emergency situation, of its intent to subcontract any unit work which would result in the layoff of unit employees. The parties shall meet and discuss in accordance with Article 28, Layoff and Reduction in Time, Section C2.
- D.** The University and the Union agree that subcontracting will be a standing agenda item at labor-management meetings scheduled in accordance with Article 36, Labor-Management Relations.

ARTICLE 39 - UNION RIGHTS

A. Union Access

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

B. Bulletin Boards

The University will furnish Union bulletin board space at locations where employees covered by this Agreement are employed. The board space shall not include any derogatory information about UC MERCED or the Regents of the University and shall be used only for legitimate Union information 'not posted on doors', including but not limited to:

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

C. Use of University Facilities and University Equipment

1. 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.
2. When required, the Union shall reimburse the University for use fees or expenses, such as security, maintenance, and clean-up costs, incurred as a result of the Union's use of such facilities.
3. Teamsters 2010 stewards may use University computers for Union business in accordance with the University's Electronic Mail/Electronic Communications Policy.
4. Teamsters 2010 stewards may use University copiers, printers and fax machines at a cost of seven cents (\$.07) per page for black and white and thirty-eight cents (\$.38) per page for color. Teamsters 2010 will reimburse the University for said costs when billed at the designated Teamsters 2010 address. Permission to use UC copiers, printers and fax machines for Union business must be obtained in advance of such use from steward's immediate supervisor. Abuse of this privilege shall preclude that steward from future use.

D. Union Stewards

1. 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 University official or designee with the names of the employees selected as stewards. Any change in the appointment of the designated stewards shall be made known to the designated University official. There shall be no more than a total of three (3) stewards at UC Merced and no more than one (1) steward per shop on any shift. In addition, there shall be one designated health and safety steward.

2. Union business/activities shall not be conducted on an employee's scheduled work time nor shall such business/activities interfere with University programs and operations except as referenced in Section D(3) hereafter.
3. Union activities that are covered under the various Articles of this Agreement may be conducted on an employee's scheduled work time as referenced in the applicable Articles Grievance Procedure, Article 26 (B)(6), Arbitration Procedure, Article 27 (E), Labor-Management Relations, Article 36 (C), Joint Health & Safety Committee, Article 29.

E. No Reprisals for Union Activity

The University is prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against stewards and bargaining unit members, or from otherwise interfering with, restraining, or coercing stewards because of the exercise of any rights given by this Agreement. A full-time Teamsters 2010 Consultant or Officer may file a grievance concerning steward reprisal with the Campus Labor Relations Office. If the grievance is not resolved, it may be the subject of an unfair labor practice charge. Section E of this Article shall not, however, be subject to the Arbitration Procedure in this Agreement.

F. Release Time for Meet and Confer

Employees appointed by the Union shall be granted a reasonable amount of release time for the purpose of meeting and conferring at the bargaining table. Not more than three (3) employees shall be provided release time unless the parties mutually agree otherwise. Employees on release time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work.

Arrangements shall be made by the University and the Union to enable swing and graveyard shift employees to participate in the meet and confer process, if necessary, as long it does not impact the University's ability to provide services. The Union shall provide the designated University official with the names of employees requiring such release time at least three (3) working days in advance of the meet and confer session unless the parties mutually agree otherwise. The University shall not arbitrarily deny a particular request for release time.

G. Leave of Absence for Union Business

1. Short Term Leaves

Any employee covered by this agreement who has been officially appointed by the Union as an officer, delegate or steward may be granted a leave of absence for union activities. The aggregate of all such leave(s) shall not exceed a total of fifteen (15) working days per calendar year. Time may be extended if mutually agreed.

The Union will submit to the Labor Relations Office a written list of all designated Union officers, delegates, and stewards annually within the month of January. Any changes to the original list must be provided to the Labor Relations Office in writing.

2. Teamsters 2010 shall reimburse the University for all costs of employee compensation, including but not limited to, salary plus all benefits paid to the employee. Time the employee is on leave shall be without loss of benefits or compensation. UC MERCED will submit billing to Teamsters 2010 at the designated Teamsters 2010 address for the leave referenced herein. Teamsters 2010 will pay said sum to the Regents of the University of California care of UC MERCED and submit to the Campus Cashiering Service Office within thirty (30) days of the date of said bill.

A written request for such leave(s) of absence must be submitted to the University official or designee at least ten (10) working days prior to the effective date of the leave. The request shall

not be unreasonably denied, however, the University need not grant the leave when it can demonstrate compelling operational reasons.

H. New Employee Orientations

1. The University (where applicable) shall notify Teamsters 2010 in advance of scheduled new group employee orientations, if any, upon request of the local Teamsters 2010 representative.
2. Teamsters 2010 shall be permitted to meet with the new KM- Unit employees according to campus timetables and practices for thirty-minutes on paid time, at new employee orientation sessions, if any, for the purpose of sharing information with new KM-Unit employees. In the event the University does not conduct an in-person new employee orientation, Teamsters 2010 shall have thirty-minutes of paid time to meet with new KM-Unit employees at their worksite, within 15 days of their start date, for the purpose of sharing information. In addition to a Union representative, one (1) Union steward/employee representative may be present and/or conduct the Union presentation on a without-loss-of-straight-time-pay status.
3. Information about the time and location of the Teamsters 2010 meeting shall be announced at the new employee orientation meeting, if any.

ARTICLE 40 - MANAGEMENT RIGHTS

- A.** The University, unless expressly limited by the Agreement retains solely and exclusively all rights, functions, powers, and authority to manage the operations of the University and to direct the work force including but not limited to the right to: establish the University's missions, programs, objectives, activities and priorities; plan, direct and control the use of resources, to achieve the University's missions, programs, objectives, activities and priorities; develop implement, and administer affirmative action programs; establish, modify and administer procedures, rules and regulations (subject to notice to Teamsters 2010 Representative of new policies and procedures as set forth in Article 42, Waiver, of this Agreement) 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; establish the size, composition and qualifications of the work force; recruit, hire, assign, direct, develop, promote, transfer, demote or layoff casual, career, or probationary employees; establish, modify and enforce standards of performance, conduct and safety for employees; maintain safety in its operations; and grant and determine the basis for special awards.
- 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 exercise rights retained by the University. The non-exercise of a right by management shall not be construed to mean 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 the above-enumerated rights shall not 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 41 - NO STRIKE/NO LOCKOUT

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

- B.** 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, including sympathy strikes, 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 or concerted activities of any kind in violation of this Article.
 - 1.** The Union further agrees to maintain critical services in the event of any activity by any individual(s) or labor organization(s) which interferes with the operations of the University. Such critical services include, but are not limited to maintenance and operation of: 1) future medical and patient care facilities; 2) research facilities on the UC MERCED campus and/or its satellite facilities; 3) UC MERCED computer operations; and 4) facilities in which valuable collections are maintained.

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

- D.** Should any activities in violation of this Article occur, the Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference. Such affirmative action shall include the immediate written notice to all employees in the unit at their work and/or home addresses stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including discharge.
 - 1.** 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 42 - WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity. 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 except for any new University policies or procedures created during the term of this Agreement that pertain to the terms and conditions of employment for bargaining unit employees. Notices of proposed changes in University policies and/or procedures shall be directed the designated Teamsters 2010 Representative and, upon written request, the University will meet and confer with the designated Representative regarding proposed changes to University policies and procedures affecting bargaining unit employees' terms and conditions of employment. The University and the Union agree that this Agreement supersedes and replaces all prior Agreements, Understandings and policies, and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit.

ARTICLE 43 - SEVERABILITY

In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the party requesting to meet on a substitute provision must contact the other party in writing within thirty (30) calendar days from the date both parties learn that the provision(s) are declared invalid in an attempt to reach agreement on a substitute provision.

ARTICLE 44 - WAGES

A. General wage increases

1. Effective first full pay period which includes July 1, 2023, all bargaining unit employees shall receive a 6% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in the updated Appendix C.
2. Effective first full pay period which includes July 1, 2024, all bargaining unit employees shall receive a 5% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in the updated Appendix C.
3. Effective first full pay period which includes July 1, 2025, all bargaining unit employees shall receive a 5% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in the updated Appendix C.
4. Effective first full pay period which includes July 1, 2026, all bargaining unit employees shall receive a 4% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in the updated Appendix C.
5. Effective first full pay period which includes July 1, 2027, all bargaining unit employees shall receive a 4% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in the updated Appendix C.

Ratification Lump Sum – Effective within sixty (60) days following ratification, all non-probationary career employees will receive a one-time, non-base building wage payment of Three-Thousand dollars (\$3,000). This wage payment shall be subject to dues deductions and retirement eligible. All appropriate taxes and UCRP contributions shall be deducted from the wage payment. Employees eligible for this payment shall be those employees who are on the payroll as of the date the University received notice of ratification and who remain in the unit until when the payment is issued.

B. Equity Adjustments

Within 90 days after the ratification of the agreement, the University will implement an Equity Adjustment for the following Classifications; applied before the aforementioned across the board increase (A.1.).

Carpenter	4%
Electrician	3%
HVAC Mechanic	1.31%
Locksmith	3%
Plumber	4%
Maintenance Mechanic	4%
HVAC Mechanic Lead	2%
Stationary Engineer	9%
Water Distribution Mechanic 2	0.31%

- C. Apprentice pay rates will be determined pursuant to the agreement of the University and Union in accordance with Article 9.
- D. The University retains the right to determine the basis for special awards, including but not limited to payments for meritorious performance, recognition, incentive and bonus payments and to exercise sole discretion as to the granting, timing, amount, distribution and frequency of such awards and payments. The University retains the right to provide or discontinue the provision of award programs and payments. The University retains the right to provide or discontinue the provision of award programs or other payments to employees in this bargaining unit during the term of this agreement or during the period of time following

the expiration of the agreement. Employees in the bargaining unit shall be eligible for the Staff Appreciation & Recognition ("STAR") Plan in accordance with UC Merced's implementing guidelines.

E. High Voltage Specialty Pay

1. Qualified high voltage electricians assigned to do high voltage work, by appropriate administrator, shall be paid a stipend based on an annual amount of \$350.00 spread over 26 biweekly paychecks in each biweekly pay period while assigned.
 2. Qualified high voltage electricians for the purpose of this Agreement are individuals who:
 - a. Operate and maintain electrical infrastructure designed to operate over 600 volts;
 - b. Demonstrate by performance familiarity with operation of high voltage electrical equipment; and
 - c. Can identify hazards involved, proper safety precautions and safety equipment.
 - d. Has successfully completed all trainings as required by appropriate administrator as follows:
 - i. Core Safety Training
 - ii. Advanced Electrical Safety and Lockout/Tagout training; and
 - iii. Hazardous Electrical High Voltage training.
 3. Where the University requires certification and training for qualified high voltage electricians, the University will pay the fees and related costs.
 4. High Voltage specialty pay shall be implemented upon effective date of this agreement.
- F.** Each Lead Employee shall receive a minimum of seven and one-half percent (7.5%) more than the rate of the highest paid in the Job Family. However, the University has the non-grievable discretion to increase the differential based upon operational necessity.

ARTICLE 45 - DURATION

This Agreement shall become effective on July 1, 2023 and shall remain in full force and effect until 11:59 p.m. on June 30, 2028. This Agreement shall automatically renew itself unless either of the parties requests in writing that negotiations for a successor Agreement commence. Unless the parties agree otherwise, notification of such a request must be submitted by either party at least ninety (90) days prior to the expiration of this Agreement, and as early as June 1, 2027, with an exchange of proposals and actual negotiations to begin within thirty calendar days thereafter. This Agreement shall remain in full force and effect while negotiations for a successor agreement are continuing.

ARTICLE 46 - OUT-OF-CLASS ASSIGNMENT

- A.** An employee who is temporarily assigned to perform all the duties on a full-time basis of a position in a classification with a salary rate higher than the employee's regular appointment for eleven (11) consecutive working days or more shall be considered to be in an out-of-class assignment. The employee shall be paid at the rate commencing on the twelfth (12th) working day in the out-of-class assignment in accordance with section B.
- B.** Commencing on the twelfth (12th) working day in the out-of-class assignment, the employee shall be paid for all hours worked in the out-of-class assignment at either two salary steps over their regular salary or the minimum of the higher position's range or whichever is higher. Such out of class pay shall be at least four (4) percent above employee's regular salary.
- C.** The period of the out-of-class assignments will not exceed twelve (12) months unless an extension is mutually agreed to by the Union and Management. After twelve (12) months if it is deemed that a vacancy exists the vacancy shall be filled in accordance with Article 11.
- D.** D. An out-of-class assignment requires prior approval of the Department Head.
- E.** During an out-of-class assignment the employee remains covered by the collective bargaining agreement.
- F.** An employee who is temporarily assigned to perform the duties of a position in a class with the same or lower salary rate than the employee's regular appointment shall continue to receive the employee's regular rate of pay.
- G.** Disputes arising out of this article may only be reviewed through step two of Article 26, Grievance Procedure.

APPENDIX A - EXECUTION OF AGREEMENT

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

TEAMSTERS LOCAL 2010

DocuSigned by:
By: Cheryl Lloyd
Cheryl Lloyd
Vice President
Systemwide Huma Resources

By: Jose Fuentes
Jose Fuentes
Chief Negotiator, Skilled Trades Representative
Teamsters 2010

Date: 7/31/2023

Date: 6.23.23

DocuSigned by:
By: Melissa Matella
Melissa Matella
Interim Executive Director, Labor Relations

By: Brandon Heyman
Brandon Heyman, Chief Steward

Date: 7/27/2023

Date: 6.23.2023

By: Margaret Franklin
Margaret Franklin
Interim Labor Relations Manager

By: Oz Smith
Oz Smith

Date: June 22, 2023

Date: 6/23/23

By: Bryan Spielman
Bryan Spielman

Date: 6/23/23

APPENDIX B - MEMORANDUM OF THE NEGOTIATORS


The negotiators of this proposed Agreement affix their signatures to this Agreement to indicate that they have concluded negotiations on the development of the proposed Agreement and that they are referring it to the parties for decision concerning approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Union will be completed when the Agreement has been reviewed and ratified by the appropriate members of the Union. On behalf of the University, the Agreement must be reviewed and approved by the Office of the President.

The parties agree that when the approval process has been completed, the Agreement will become effective when the document has been signed by the authorized representative from both parties.


UNIVERSITY OF CALIFORNIA, MERCED

TEAMSTERS LOCAL 2010



Margaret Franklin 5/23/23
DATE
Chief Negotiator
Interim Employee & Labor Relations Manager


Jose Fuentes 5/23/23
DATE
Chief Negotiator
Skilled Trades Representative


Jonathan Lampman 5/23/23
DATE
Assistant Vice Chancellor
Facilities Operations


Brandon Heyman 5/23/2023
DATE
Locksmith/Chief Steward


Tony Smullen 5/23/23
DATE
Chief of Staff
Physical Operations, Planning & Development


Oz Smith 5/23/23
DATE
Maintenance Mechanic


Tim Olson 5/23/23
DATE
Superintendent of Skilled Trades, Central Plant


Bryan Spielman 5/23/23
DATE
Plumber


Felice Sanchez 5/23/23
DATE
Labor Relations Consultant


Ashlee McNeill 5/23/23
DATE
Employee Relations Consultant

APPENDIX C

Job Code Description (Classification)	Job Code	Current Salary Rate	Effective the first full pay period which includes July 1, 2023 (Equity)	Effective the first full pay period which includes July 1, 2023 (6% ATB)
CARPENTER	8110	\$ 35.10	\$ 36.51	\$ 38.71
CARPENTER LD	8109	\$ 39.25		\$ 41.61
ELECTRN	8138	\$ 38.96	\$ 40.13	\$ 42.54
ELECTRN LD	8137	\$ 43.14		\$ 45.73
FIRE AND SCRTY SYS TCHN	9445	\$ 40.13		\$ 42.54
HVAC MECH	8185	\$ 39.61	\$ 40.13	\$ 42.54
HVAC MECH LD	8184	\$ 41.56	\$ 43.14	\$ 45.73
LOCKSMITH	8266	\$ 37.26	\$ 38.38	\$ 40.69
LOCKSMITH LD	8265	\$ 41.26		\$ 43.74
MAINT MECH	8123	\$ 33.10	\$ 34.43	\$ 36.50
PAINTER	8106	\$ 35.10		\$ 37.21
PAINTER LD	8105	\$ 37.73		\$ 40.00
PHYS PLT OPR	8294	\$ 32.28		\$ 34.22
PLUMBER	8258	\$ 38.08	\$ 39.61	\$ 41.99
PLUMBER LD	8257	\$ 40.94	\$ 42.58	\$ 45.14
STY ENGR	8296	\$ 36.37	\$ 39.65	\$ 42.03
STY ENGR LD	8073	\$ 42.62		\$ 45.18
WATER DISTRIBUTION MECH 2	8317	\$ 38.84	\$ 38.97	\$ 41.31
WATER DISTRIBUTION MECH LD	8310	\$ 41.89		\$ 44.41

Job Code Description (Classification)	Job Code	Effective the first full pay period which includes July 1, 2024 (5% ATB)	Effective the first full pay period which includes July 1, 2025 (5% ATB)	Effective the first full pay period which includes July 1, 2026 (4% ATB)	Effective the first full pay period which includes July 1, 2027 (4% ATB)
CARPENTER	8110	\$ 40.65	\$ 42.69	\$ 44.40	\$ 46.18
CARPENTER LD	8109	\$ 43.70	\$ 45.89	\$ 47.73	\$ 49.64
ELECTRN	8138	\$ 44.67	\$ 46.91	\$ 48.79	\$ 50.75
ELECTRN LD	8137	\$ 48.02	\$ 50.43	\$ 52.45	\$ 54.55
FIRE AND SCRTY SYS TCHN	9445	\$ 44.67	\$ 46.91	\$ 48.79	\$ 50.75
HVAC MECH	8185	\$ 44.67	\$ 46.91	\$ 48.79	\$ 50.75
HVAC MECH LD	8184	\$ 48.02	\$ 50.43	\$ 52.45	\$ 54.55
LOCKSMITH	8266	\$ 42.73	\$ 44.87	\$ 46.67	\$ 48.54
LOCKSMITH LD	8265	\$ 45.93	\$ 48.23	\$ 50.16	\$ 52.17
MAINT MECH	8123	\$ 38.33	\$ 40.25	\$ 41.86	\$ 43.54
PAINTER	8106	\$ 39.08	\$ 41.04	\$ 42.69	\$ 44.40
PAINTER LD	8105	\$ 42.00	\$ 44.10	\$ 45.87	\$ 47.71
PHYS PLT OPR	8294	\$ 35.94	\$ 37.74	\$ 39.25	\$ 40.82
PLUMBER	8258	\$ 44.09	\$ 46.30	\$ 48.16	\$ 50.09
PLUMBER LD	8257	\$ 47.40	\$ 49.77	\$ 51.77	\$ 53.85
STY ENGR	8296	\$ 44.14	\$ 46.35	\$ 48.21	\$ 50.14
STY ENGR LD	8073	\$ 47.44	\$ 49.82	\$ 51.82	\$ 53.90
WATER DISTRIBUTION MECH 2	8317	\$ 43.38	\$ 45.55	\$ 47.38	\$ 49.28
WATER DISTRIBUTION MECH LD	8310	\$ 46.64	\$ 48.98	\$ 50.94	\$ 52.98

APPENDIX D - ENUMERATION OF UNIVERSITY BENEFITS

A. HEALTH BENEFITS

Medical Program – A variety of Health Maintenance Organizations (HMOs) and fee-for-service plans are available to cover eligible employees and their eligible family members. 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.

Dental Program – Dental plans are available to eligible employees. Employees may cover themselves and their family members.

Vision Program – A vision plan is available to eligible employees. Employees may cover themselves and their eligible family members.

B. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM

University of California Retirement Plan

Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRP). The level of required contributions to UCRP is determined annually by the Plan actuary and the Regents.

UC Retirement Savings Program

1. Tax-Deferred 403(b) Plan – Voluntary participation in the UCRS Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.
2. 457(b) Deferred Compensation Plan – Voluntary participation in the UCRS 457(b) Plan is available, effective October 1, 2004, to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.
3. Pre-Tax/Safe Harbor Account - Employees who are not in a UC- sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants are offered a mix of internally and externally managed investment options.
4. After Tax Account – Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. Payroll deductions may be invested in a mix of internally and externally managed investment options.

C. 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 your appointment rate and average regular paid time. Eligible employees are automatically covered by the plan for which they qualify.
2. Supplemental – Optional life insurance and dependent life insurance is available and may be purchased by eligible employees.

D. OTHER INSURANCE

1. Accidental Death & Dismemberment Insurance – eligible employees may purchase Optional AD&D insurance. A variety of coverage 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. Short-Term Disability Insurance – Short-Term disability insurance is available to eligible employees. Eligible employees are automatically covered by the plan paid for by UC.
 - b. Supplemental Disability Insurance - Optional supplemental disability insurance may be purchased by eligible employees. This optional coverage augments the Short- Term Disability Insurance referenced above, and provides Long Term Disability Income.
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/Homeowner Insurance – Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.

E. OTHER BENEFITS

1. Tax Effective Salary Reduction Programs
 - a. Retirement Tax Savings Plan – Required monthly participant contributions to the DC Plan Pretax Account are automatically deducted from gross pay before federal, state, and FICA taxes are calculated.
 - b. Tax Savings on Insurance Premiums (TIP) – Employees eligible for certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, is applied, if any, the net insurance premiums are deducted from gross pay before federal and state taxes.
2. Dependent Care Assistance Program (DepCare) – DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pre- tax, salary reduction basis.
3. Health Care Reimbursement Account (HCRA) – The Health Care Reimbursement 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. U.S. Savings Bonds - Through payroll deductions, investments can be made in United States Series EE Savings Bonds.
5. Death Payments – Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).

6. Alternate Retirement Plans – Employees covered by alternate retirement plans are subject to that plans rules and regulations, and not subject to UCRP coverage.
7. Staywell – UC's wellness initiative for employees and their adult family members enrolled in most UC-sponsored medical plans excluding Kaiser. It features an annual health assessment, online health resources, interactive tools, and wellness coaching.
8. Sittercity – A new resource to help faculty and staff find emergency backup care for their children, elderly parents or other household assistance.

APPENDIX E - SAFETY LOCKOUT ACKNOWLEDGEMENT

- A.** Each appropriate employee shall be supplied with 10 (ten) unique locks and its key, and a multiple locking device. The key shall not be duplicated; however, each Superintendent and/or University locksmith shall have a master key to the locks used in their Shop. The lock will be marked to identify the employee to which it is issued.
- B.** Each appropriate employee shall also be supplied with tags to use only when the equipment or disconnect device cannot be locked out.
- C.** Whenever the disconnect site is not immediately visible at all times to the employee working on the equipment or utility, the employee shall lock the appropriate disconnect switch or circuit breakers. The employee may tag-out the same devices only if the device cannot be locked out. If more than one employee is working on the same equipment or utility, each employee shall lock out or tag out.
- D.** Potential hazards, such as a machine's operating parts and certain mechanical equipment, can slip accidentally. Employees need to prevent this by making any movement impossible by blocking gears, dies, or other mechanisms; by releasing coiled springs, spring-loaded devices, and securing cams; by putting blocks under raised dies or any equipment that might descend, slide or fall; by using blocks or special stands to prevent failure or slippage of the hoist or elevating device under raised vehicles.
- E.** Locks or tags must be promptly removed when repair or maintenance jobs are completed. If more than one employee has locked or tagged out, each must remove their own lock or tag.
- F.** This article shall be duplicated and given to each employee and the employee shall sign, date and return the article acknowledging that it has been read and the employee understands its contents.
- G.** Each employee will be required to attend and adhere to University provided Lock-Out/Tag-Out training and procedures presented by EH&S representative every calendar year.

APPENDIX F - COMPENSATORY TIME OFF (CTO) ELECTION FORM

UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF HUMAN RESOURCES

University of California, Merced
5200 N. Lake Road
Merced, CA 95343

**COMPENSATORY TIME OFF (CTO) ELECTION FORM
Teamsters Local 2010 – Skilled Trades (KM) Unit**

In accordance with the Memorandum of Understanding (MOU) between the University of California, Merced and Teamsters Local 2010 - KM Unit, Article 14, Section B, "The University may approve compensatory time off at the appropriate rate in lieu of overtime pay at the employee's request."

You (the employee) may upon hire and thereafter during the months of June and December, file a written indication with your direct supervisor of your preference for compensation of overtime as: (1) Overtime Pay OR (2) Compensatory Time Off (CTO). Once your preference on compensation for overtime is made it will remain unchanged until a new election form is signed. Overtime and CTO shall be scheduled by the University in accordance with department policy and current MOU. No more than 180 hours of CTO may be accumulated per calendar year. CTO shall be approved by the Department Head or designee and taken within two (2) six (6) month periods (January 1-June 30; July 1-December 31). Banked CTO which is not paid or scheduled within the bank period in which it is earned or the banked period following that in which it is earned shall be paid in the next regularly scheduled pay period.

Please check one of the boxes provided and affix your signature as indicated below.

I agree to accept compensation for overtime in the form of Compensatory Time Off (CTO)

Print Name

Signature

Date

I do not agree to accept compensation for overtime in the form of Compensatory Time Off (CTO)

Print Name

Signature

Date

Supervisor/Department Representative

Print Name _____

Signature _____

Date _____

APPENDIX G - FORMAL CONTRACT GRIEVANCE FORM

UNIVERSITY OF CALIFORNIA FORMAL CONTRACT 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	GRIEVANTS WORK TELEPHONE		BARGAINING UNIT		
ADDRESS TO WHICH REQUIRED CORRESPONDENCE MAY BE SENT TO GRIEVANT					
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			
<div style="background-color: black; color: white; padding: 2px; font-weight: bold; margin-bottom: 5px;">Set forth Section and provision allegedly violated; the action grieved and how it violated stated provisions; how grieving employee was adversely affected; and the remedy requested.</div>					
<div style="background-color: black; color: white; padding: 2px; font-weight: bold; margin-bottom: 5px;">REMEDY REQUESTED</div>					
GRIEVANT SIGNATURE/DATE			REPRESENTATIVE SIGNATURE/DATE		

UNIVERSITY USE ONLY

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

APPENDIX H - JOB FAMILY

This appendix references title codes and job titles that are in the bargaining unit in Article 1, Recognition. The families link titles together for the purposes of applying to Article 28, Layoff and Reduction in Time.

Carpenter Job Family

Carpenter	8110
Lead Carpenter	8109

Electrician Job Family

Electrician	8138
Lead Electrician	8137

HVAC Job Family

HVAC	8185
Lead HVAC	8184

Locksmith Job Family

Locksmith	8266
Lead Locksmith	8265

Maintenance Mechanic Job Family

Maintenance Mechanic	8123
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Painter Job Family

Painter	8106
Lead Painter	8105

Plumber Job Family

Plumber	8258
Lead Plumber	8257

Plant Engineer Job Family

Physical Plant Operator I	8294
Stationary Engineer	8296
Lead Stationary Engineer	8073

Water Distribution Job Family

Water Distribution Mechanic II	8317
Lead Water Distribution Mechanic	8310

Fire and Security System Technician Job Family

Fire and Security System Technician	9445
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Apprentice	9970
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SIDE LETTER AGREEMENT - RATIFICATION LUMP SUM FOR ENRIQUE VARGAS

The University has advised the Teamsters that there is one employee in the KM unit who is on probationary status as of May 22, 2023. This employee is Enrique Vargas ("Vargas") who serves a Stationary Engineer. As part of the successor collective agreement for the KM unit, the parties have agreed that on a one-time non-precedent to provide Vargas with the ratification lump sum provided to all other KM members. The lump total is \$3,000.00 and is pensionable and subject to dues and all applicable state and federal taxes.

The parties further agree that this one-time exemption is not to be referenced or sought to be relied upon in future proceedings between the University and Teamsters Local 2010, no matter how categorized. Be they administrative or judicial. The parties also agree that the lump sum is only to be provided upon Vargas' successful completion of the University's probationary program. Moreover, the parties agree that this agreement does not convey upon Vargas any rights or privileges other than those to which he is entitled as a matter of law as a probationary employee for the University.

May 22, 2023:



Margaret Franklin
Interim Employee
and Labor Relations
Manager



Jose Fuentes
Skilled Trades Rep.