

AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(University of California, Riverside)

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 501, AFL-CIO**

**Covering
Skilled Crafts Unit**

**Effective
July 1, 2023 through June 30, 2027**

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ARTICLE 1. RECOGNITION

This Memorandum of Understanding, effective **July 1, 2023**, is entered into between the Regents of the University of California, a corporation, referred to hereinafter as the "University" and the International Union of Operating Engineers, Local 501, including its Subordinate Branches AFL-CIO, referred to hereinafter as the "Union."

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

<u>Job Code</u>	<u>Job Title</u>
5322	Assistant Plant Operator
8206	Building Systems Specialist
8110	Carpenter
8109	Carpenter LD
8138	Electrician
8137	Electrician LD
5317	Fire Mechanic
8154	High Voltage Electrician
7783	High Voltage Electrician LD
8185	HVAC Mechanic
8184	HVAC Mechanic LD
8102	Irrigation Mechanic
8101	Irrigation Mechanic LD
8266	Locksmith
8265	Locksmith LD
8106	Painter
8105	Painter LD
8175	Physical Plant Specialist
5321	Plant Operator
5320	Plant Operator LD
8258	Plumber
8257	Plumber LD
8227	Refrigeration Mechanic
8254	Refrigeration Mechanic LD
5319	Security Access Control
5318	Security Access Control LD
8126	Sheetmetal Worker
8125	Sheetmetal Worker LD
8193	Steamfitter
8192	Steamfitter LD
5316	Zone Mechanic
8219	Zone Mechanic LD

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

ARTICLE 2. DURATION OF AGREEMENT

This Agreement shall become effective on **July 1, 2023** (Ratification Date), and shall remain in effect until 11:59 p.m. on June 30, **2027**. This Agreement shall automatically renew itself unless either of the parties requests in writing that negotiations for a successor Agreement commence. Notification of a request to commence negotiations for a successor Agreement shall be submitted by either party at least ninety (90) days prior to the expiration of this Agreement. While negotiations for a successor Agreement are continuing, this Agreement shall remain in full force and effect.

ARTICLE 3. MANAGEMENT RIGHTS

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

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

ARTICLE 4. NONDISCRIMINATION IN EMPLOYMENT

- A. The University prohibits discrimination on the basis of race, color, religion, national origin, ancestry, citizenship, sex (including gender, pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, and breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), age, martial status, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 [USERRA]), as well as state military and naval service. The provisions of this Article are not subject to**

the Arbitration Article of this Agreement except to the extent that a complaint alleges a violation of a specific Article of this Agreement which is subject to arbitration.

- B. This Article is intended to be consistent with the provisions of applicable State and Federal laws and University policies. Nothing in this Article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available. In the event, however, that an employee or a group of employees elects to file a complaint alleging unlawful discrimination with an external agency or court(s), the Arbitration procedure set forth in this Agreement will not be or will no longer be available.**
- C. In order to be eligible for the Grievance and/or Arbitration provisions of this Agreement, an employee who has filed a grievance must meet all of the requirements, including time limits for filing under Article 24 Grievance Procedure. Instead of, or in addition to filing a grievance, an employee may report an allegation of sexual harassment to the campus's Title IX Officer pursuant to the University of California's Sexual Violence and Sexual Harassment Policy. If an employee files a timely grievance that includes an allegation of sexual harassment, the University shall forward the allegation(s) to the Title IX Office for review. If the Title IX Officer determines an investigation is warranted, the grievance will be held abeyance pending conclusion of the investigation.**

ARTICLE 5. PROBATIONARY PERIOD

- A. Employees in career appointments shall serve a probationary period during which time their work performance and general suitability for University employment will be evaluated. Except for those employees covered by Section B. below, the probationary period is completed following six (6) months of continuous service at one-half (½) time or more without a break in service. Time on leave, with or without pay, is not a qualifying service for completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period, whether or not they previously completed a probationary period.**
- B. An employee whose appointment is converted from a limited appointment to a career appointment and who has worked in the same appointment immediately prior to the career appointment will have such time, up to a maximum of three (3) months, applied toward completion of the probationary period. For purposes of this provision, "same appointment" means an appointment in the same department/unit with the same duties as the appointment to which the employee was assigned prior to conversion.**
- C. At the sole discretion of the University, an employee's probationary period may be extended. The employee shall be provided with a written statement of the reasons for the extension. Such an extension shall be for a specific period of time not to exceed three (3) months.**
- D. Prior to the completion of the probationary period, an employee may be released at the sole discretion of the University, and without recourse to the Grievance or Arbitration Procedure(s) of this Agreement.**

ARTICLE 6. POSITIONS/APPOINTMENTS

A. Career Appointments.

1. **The Employer may consider the applicants referred by the Union's online database, together with any other applicant(s). The Employer reserves the right to reject any applicant(s).**

The Employer shall be the sole judge as to the competency of applicants and probationary employees.

2. 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.
3. In addition, a career appointment may be established by conversion from a limited appointment pursuant to **Section B.2** of this Article.

B. Limited Appointments.

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

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

Employees in limited appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to Article 24 - Grievance Procedure or Article 25 - Arbitration Procedure of this Agreement. An employee who is appointed to a limited

appointment is automatically terminated as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.

C. Temporary Maintenance Workers.

1. During the term of this Agreement, the University may from time to time require the use of temporary maintenance workers to meet temporary, seasonal and/or peak workload needs. Except in emergency situations, the University must first notify the Union of its needs, and will state the qualifications that the applicants are expected to possess.
2. Management may concurrently seek temporary maintenance workers from outside sources after notice has been provided to the Union.
3. Disputes arising from this Section may only be reviewed through Article 23 - Complaint Procedure of this Agreement.

ARTICLE 7. HOURS OF WORK

A. Standard Workweek.

1. The workweek for employees shall be from 12:01 a.m. Sunday morning to midnight the following Saturday, and shall, for full-time employees, consist of five (5) consecutive workdays and two (2) consecutive days off, exclusive of **holidays**, except for employees working a rotating shift schedule which shall average five (5) workdays and two (2) consecutive days off per week, exclusive of holidays; provided, however, that those employees in continuous operations whose workweek may be altered to accommodate regular rotation changes in shifts would be exempt for the period of rotation.
 - a. The standard work schedule for full-time employees shall be forty (40) hours per workweek, normally scheduled in shifts of either eight (8), a combination of nine (9) and eight (8), ten (10), **or twelve (12) consecutive hours, or twelve (12) consecutive hours**, excluding a meal period. Work schedules are defined as an employee's assigned days/hours per week and/or **their** shift rotation schedule.
 - b. At the Department Head's discretion, employees, except for watch standers, may utilize a flexible daily work schedule. All employees authorized to utilize "flextime" must adhere to the guidelines established by the Department Head for each shop or work location.
 - c. The standard work schedule for employees authorized to use flextime shall continue to be forty (40) hours worked per week, excluding unpaid meal periods, **except in the case of a twelve (12) hour shift, which may require a change to the employee's workweek in order to ensure full-time employees are scheduled for a forty (40) hour workweek on a regular basis in compliance with the Fair Labor Standards Act (FLSA).**

Disputes arising under this sub-section are not subject to the Grievance and Arbitration Procedures of this Agreement.

- 2. Alternate work schedule may be established by the University or upon request by the employee(s). Upon ratification of this Agreement the University and Union will review the feasibility of implementing alternate work schedules.**

B. Meal Periods.

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

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

C. Rest Periods.

One (1) rest period not to exceed fifteen (15) minutes may be granted to a full-time employee during each half ($\frac{1}{2}$) of a work shift. If provided, rest periods shall be scheduled as to time during the shift by University and shall be paid. Rest periods not granted or granted and not used shall not be accumulated. Rest periods shall be granted unless operational necessity requires that they be denied. **Rest period may be combined with meal period upon written request and based on operational needs.**

D. Clean-up Time.

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

The provisions of this Section do not apply to Watch Standers.

E. Call-back Time.

Call-back pay is provided only in those instances when an employee is ordered back to work without prior notice. An employee who is called back shall receive credit for a minimum of four (4) hours of work time. The four (4) hours, whether or not actually worked, are subject to the overtime provisions of this Agreement, if applicable. The call-back pay shall begin when the employee leaves their residence or other location at which the employee received the call to report to duty. If the assignment is **completed** in four (4) hours or less, the employee shall

receive four (4) hours of call-back pay. If the assignment continues beyond four (4) hours, the call-back pay will continue until the assignment is complete, or until the start of the employee's regularly scheduled **workday**, whichever is earlier.

Employees contacted by management or designee during non-scheduled hours, and requested to work remotely (e.g., answering questions over the phone or logging into a computer) shall be paid a minimum of one (1) thirty (30) minutes of pay if the employee responds. Employees will be paid for actual time worked if it exceeds thirty (30) minutes. Employees will be paid no more than one (1) thirty (30) minutes of pay if they are contacted on multiple occasions during the same thirty (30) minute period. Employees contacted on multiple occasions during the day, with the exception of multiple contacts within the same thirty (30) minutes, will be paid a minimum of thirty (30) minutes per occurrence.

F. On-Call.

On-Call means time during which an employee is not required to be at the work location but is required to be available by **telephone** and be available for return to work. On-Call assignments shall first be made on a voluntary basis. A volunteer On-Call list shall be established by job classification, and On-Call assignments shall be made from the list on a rotating basis. In the event that no one volunteers, the University shall assign On-Call to the least senior employee by job classification on a rotational basis. If called to work, the time actually worked is regular time or overtime as appropriate. An employee on On-Call status is not eligible for minimum call-back payment.

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

Employees contacted by management or designee during non-scheduled hours, and required to work remotely (e.g., answering questions over the phone or logging into a computer) shall be paid a minimum of one (1) thirty (30) minutes of pay if the employee responds. Employees will be paid for actual time worked if it exceeds thirty (30) minutes. Employees will be paid no more than one (1) thirty (30) minutes of pay if they are contacted on multiple occasions during the same thirty (30) minute period. Employees contacted on multiple occasions during the day, with the exception of multiple contacts within the same thirty (30) minutes, will be paid a minimum of thirty (30) minutes per occurrence.

G. Notice of Work Schedule Change.

Employees shall be notified of **long-term** changes in work schedules at least ten (10) working days in advance, except for emergencies. An emergency as used herein is defined to mean a sudden, unexpected occurrence demanding immediate action to maintain required services and staffing. A **long-term** change is defined as a change of at least four (4) work weeks in duration.

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

H. Shift Assignment.

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

I. Time Off Between Shifts.

Each employee shall normally have a minimum of twelve (12) hours off before the start of the employee's next regularly scheduled shift. When an employee has less than twelve (12) hours off between such shifts, the employee shall be paid at the rate of one and one-half (1½) times the regular hourly rate for all hours worked within the twelve (12) hours between the old and new assigned shift (e.g., an employee who has only eight (8) hours off between such shifts shall receive overtime pay for the first four (4) hours of the shift). It is understood that this provision does not apply to scheduled or unscheduled overtime.

ARTICLE 8. OVERTIME

A. Definition.

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

Holiday(s), vacation, **sick**, witness pay, jury duty, and compensatory time off shall be included as hours worked for purposes of this Article only. **Any hours on "On-Call" status shall not be considered time worked for the purposes of this Article.**

B. Overtime Rate and Method of Compensation.

1. Hours worked in excess of forty (40) hours worked in a workweek shall be compensated for at one and one-half (1½) times an employee's base hourly rate of pay.
2. For purposes of calculating the overtime rate for hours worked, the following shall be included as wages: the employee's regular hourly rate, shift differential, on-call, **and recognition awards.**
3. When an employee is employed at more than one (1) rate of pay, overtime earned shall be calculated based on the rate in effect when the overtime is earned.
4. Notwithstanding Section B.1. above, overtime compensation earned may be taken, except for watch standers, in equivalent time off at the employee's option.

- a. Unless the employee and the University agree otherwise, overtime will be paid. An employee may, upon hire and thereafter during the month of June, file a written indication of preference for either compensatory time off or pay with the employee's immediate supervisor. The University shall grant the preference indicated.
- b. Compensatory time off shall be credited to the employee on the next working day following the accrual pay period.
- c. No more than one hundred eighty (180) hours of compensatory time off may be accumulated. An employee shall be paid for hours of overtime which exceed the limit.
- d. Compensatory time off shall be scheduled and taken within **the time period of June 1 through May 31 of the following year. Earned** compensatory time off which is not scheduled within the **current** period shall be paid in the next regularly scheduled pay period **following May 31** at the employee's then current **rate**, unless an extension has been granted by mutual consent of the employee and the University.
- e. **Between the time period of November 1 through November 7, an employee may request a single payout of up to forty (40) hours of earned compensatory time. The requested amount shall be paid in the next possible scheduled pay period following November 7 at the employee's then current rate.**
- f. An employee shall request use of compensatory time off at least five (5) **business** days in advance of the desired time off, except in an emergency. Compensatory time off will be granted subject to the operational needs of the University.
- g. Upon separation from employment, an employee shall be paid any banked compensatory time off earned at the time and one-half (1½) rate at the then current rate of pay or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.

C. Scheduling.

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

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

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

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

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

No additional time shall be worked without the advance permission of **the supervisor/manager**.

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

E. Overtime Meals.

When an employee is required to extend their regularly assigned shift more than three (3) hours, and that period extends past the employee's regular **mealtime**, the employee shall be paid for the cost of that meal **incurred during the shift, upon request**, provided that no compensation for any meals will be made by the University without presentation by the employee of a receipt showing money spent. The maximum allowance is **ten dollars (\$10.00)**. If during the term of this Agreement, the maximum allowance is changed for other University unrepresented staff employees who are not managerial, confidential, or supervisory employees, the change will apply to employees in this unit.

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

ARTICLE 9. PERFORMANCE EVALUATION

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

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

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

Employees receiving an overall performance rating evaluation of “Successfully Meets Performance Expectations” or above will receive a one (1) step increase or shall be placed at the range maximum for their job title, whichever is less.

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

ARTICLE 10. PROMOTIONS, TRANSFERS

- A. Whenever it is determined by the University that a career position in the bargaining unit is to be filled, it shall be posted on the University’s online recruitment system for **a period of ten (10) business days for bid.**
- B. During the term of this Agreement, postings for such career positions covered by this Agreement and for positions that directly supervise bargaining unit positions will also be posted in a central location(s) in the departments; additionally, the University will provide all I.U.O.E. **Union Representatives** with electronic copies of the **above-mentioned** postings.
- C. The University will forward postings for career positions in the bargaining unit to the Union. The Union will be responsible for providing and updating contact information for the person to whom such postings are to be sent. Any candidates referred by the Union, must apply through the University’s online recruitment system.
- D. Employees desiring to compete for promotional, transfer or reassignment opportunities in the Unit shall be considered if they meet the minimum qualifications for the position or classification in which they are interested and complete the application process for the position. The applicant determined by the University to be best qualified for the position will be selected for the position; however, in those cases where qualifications among applicants are essentially equal, departmental in-classification seniority will be the factor for selection.
- E. Disputes arising from this Article may only be reviewed through Article 23 - Complaint Procedure of this Agreement.

ARTICLE 11. OUT-OF-CLASS ASSIGNMENT

The University may temporarily assign an employee to a position in a class different from that of the employee’s normal appointment. Such assignments require prior approval of the Department Head and must be in writing.

- A. An employee who is temporarily assigned to perform substantially all the duties on a full-time basis of a position in a class with a higher salary range **maximum** than the employee's regular appointment for a period of ten (10) consecutive working days or more shall be paid **at least five (5%) over** the employee’s current pay rate or at the minimum rate of the higher class, whichever is greater, for all hours worked in the temporary assignment. Out-of-class

assignments will typically be made in one (1) week increments. **Such temporary assignment shall terminate no later than the employee's return to their normal appointment.**

- B. The University shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class differential.
- C. An out of classification assignment will not ordinarily exceed one (1) year.
- D. **The department will make every effort to ensure employees will not perform skilled craft work outside of their classification unless in case of emergencies.**
- E. **If a Skilled Craft Lead is absent for three (3) days or more from the shift, a temporary Lead may be assigned by the Department Head to assume those responsibilities and paid hour for hour.**

ARTICLE 12. HOLIDAYS

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

A. Eligibility for Holiday Pay.

1. A full-time employee in a career position shall be eligible for holiday pay in accordance with the following conditions:
 - a. An employee shall receive holiday pay if on pay status on **the** last scheduled **workday** before the holiday and on the first scheduled **workday** following the holiday.
 - b. A new and rehired employee shall receive pay for any holiday immediately preceding the employee's first (1st) day of work provided the holiday is the first (1st) 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 holiday pay in accordance with the following except that holiday pay is not granted for a holiday that occurs before the first (1st) day of work for a new or rehired employee or after the last day of work for a terminating employee.

- a. Add hours on pay status, excluding holiday hours, for the two (2) bi-weekly pay periods immediately preceding the bi-weekly pay period in which the holiday occurs. Holiday pay is then granted according to the following table.

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

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

B. Holidays Observed.

1. **The University shall observe the following days as holidays:**

New Year's Day
 Martin Luther King's Jr. Day
 Presidents' Day
 Cesar Chavez Day (to be observed on the last Friday in March)
 Memorial Day
Juneteenth Day
 Independence Day
 Labor Day
 Veterans Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve (or announced equivalent)
Christmas Day
 New Year's Eve (or announced equivalent)

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

C. Holidays on Saturday or Sunday.

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

D. Compensation for Holiday Work.

When an employee's work schedule requires **them** to work on an observed holiday, the employee shall be paid **one and one half (1 ½) times the regular pay rate**, including any shift differential. In addition, the employee receives either holiday pay at the regular straight-time rate, including any shift differential, or compensatory time off **consistent with the employee's election per Article 8 Overtime.**

E. Alternate Full-Time Work Schedule.

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

F. Special or Religious Holidays.

An employee may observe a special or religious holiday, **if the University determines that work schedules permit and** provided that the time off is charged to accrued vacation, accrued overtime, **compensatory time off**, or is leave without pay. **Requests for such observation shall be granted on the basis of operational needs and shall not be denied unreasonably.**

ARTICLE 13. SICK LEAVE

A. Sick leave is provided to continue the salary of eligible employees who **are absent from work** because of **personal illness, personal disability, medical appointments, for parental bonding, family illness, or bereavement leave, consistent with Section C. Use of Sick Leave below.**

B. Sick Leave Credit.

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

C. Use of Sick Leave.

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

1. An employee shall not use sick leave prior to the time it is accrued.
2. An employee shall not use accrued sick leave beyond a predetermined date of separation, including retirement or layoff, or any leave without pay.
3. When abuse is determined by the University, an employee may be required to submit satisfactory proof of personal or family illness, disability, or death to receive an excused absence from work and sick leave pay.
4. Consistent with Article 17 – Leaves of Absence, Section D.2.f.5, the use of accrued sick leave is allowed when the employee is taking Family and Medical Leave (FML) due to the employee's own serious health condition.
5. Consistent with Article 17 - Leaves of Absence, Section C.2., the use of accrued sick leave is allowed when the employee is taking Pregnancy Disability Leave due to disability related to pregnancy, childbirth, or related medical conditions.
6. An employee shall be permitted to use not more than thirty (30) days of accrued sick leave in any calendar year when required to be in attendance or to provide care because of the serious illness of the employee's mother, father, husband, wife, domestic partner (same or opposite sex), son, daughter, brother, sister, grandparent, grandchild, in-law, or step relative in the same relationship; or of any other related person who is residing in the employee's household.
7. Consistent with Article 17 – Leaves of Absence, Section D.2.f.2., up to thirty (30) days of accumulated sick leave per year may be used when the employee is taking FML to care for the employee's spouse, parent(s), child(ren), or domestic partner (same or opposite sex), **or designated person** who has a "serious health condition" as defined in Article 17 - Leaves of Absence, Section D.1.c.
8. Consistent with Article 17 – Leaves of Absence, Section D.2.f.3., up to thirty (30) days of accumulated sick leave per year may be used when the employee is taking FML as Military Caregiver Leave.
9. Consistent with Article 17 – Leaves of Absence, Section D.2.f.4., an employee may use accumulated sick leave when the employee is taking FML as Parental Leave.
10. 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 while the employee is on vacation.

11. An employee shall be permitted to use not more than five (5) days of accrued sick leave when that employee's attendance is required due to the death of the employee's mother, father, husband, wife, domestic partner (same or opposite sex), son, daughter, brother, sister, grandparent, grandchild, in-law, or step relative in the same relationship; or of any other related person who is residing in the employee's household. Should additional leave be necessary, the Department Head or designee may authorize the use of vacation, accrued compensatory time off or authorized leave without pay.
12. An employee who has accrued sick leave but who is presently employed less than one-half ($\frac{1}{2}$) time may use accrued sick leave, but not in excess of that employee's present scheduled hours of work for any day.

D. Provisions.

An employee who is transferred, promoted, or demoted **without a break in service** from one University position to another University position in which sick leave accrues and can be transferred shall have the sick leave transferred. An employee who is transferred, promoted, or demoted to a position in which sick leave does not accrue or cannot be transferred shall not have accrued sick leave transferred. However, if the employee later transfers to a position in which sick leave accrues, the previously accrued sick leave shall be reinstated.

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

ARTICLE 14. VACATION LEAVE

A. Vacation Leave Credit.

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

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

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

** Full-time rate.

2. **Accrued** vacation leave for each month or quadri-weekly cycle is credited on the first (1st) day of the following month or quadri-weekly cycle, except that proportionate vacation credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.
3. A full-time employee may earn vacation credit to a maximum of two times (2x) the employee's annual accumulation rate. A part-time employee shall accrue vacation credit to the same maximum number of hours as a full-time employee with comparable years of service.

B. Eligibility to Earn Vacation.

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

C. Waiting Period to Take Vacation.

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

- D. An eligible employee who was employed from the State of California service following completion of six (6) months of State service at one-half times ($\frac{1}{2}x$) or more shall not serve another waiting period if the change did not involve a break in employment of more than fifteen (15) calendar days.
- E. An eligible reemployed person who previously completed the required waiting period may use vacation credit without serving another waiting period provided the break in service is less than six (6) months.
- F. **Scheduling of Vacation.**

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

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

9. To use vacation for illness or disability pursuant to Article 17, Leaves of Absence, Section D.2.e, an employee may be required to submit medical certification of inability to work or illness in the family.

G. Transfer of Vacation.

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

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

ARTICLE 15. WORK-INCURRED INJURY OR ILLNESS

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

B. Use of Accrued Sick Leave and Vacation.

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

- C. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with the full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.

- D. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

E. Extended Sick Leave.

1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the basic salary plus any shift differential which the employee would have received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus

shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one (1) injury or illness. Effective July 1, 1996, extended sick leave constitutes an advance against permanent disability payments.

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

F. Supplemental Leave.

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

G. Extended Sick Leave.

An employee who is receiving temporary disability payments and extended sick leave benefits is considered to be on regular pay status, except for completion of the probationary period. However, sick leave and vacation earned during this period are credited to the employee only upon return to work. If an employee separates without returning to work, the employee shall be paid for vacation earned during the period the employee received extended leave payment.

H. Leave Without Pay.

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

I. Family and Medical Leave.

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

J. Separation.

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

ARTICLE 16. MILITARY LEAVE

A. Eligibility for Pay and Benefits.

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

- f. **Service Credit and Benefits.** An employee on temporary military leave for active-duty training or extended military leave, who is not on pay status shall receive length-of-service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 14 – Vacation **Leave**, Article 13 - Sick Leave, and Article 12 - Holidays. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws, the employee shall receive regular benefits. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's groups insurance regulations.

B. Reserve Training for Inactive Duty.

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

C. Temporary Military Leave for Active-Duty Training.

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

D. Extended Military Leave.

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

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

3. Sick leave credit shall be retained on the records.

4. Probationary Employee.

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

- a. If the probationary employee served in active military service for a period of more than thirty (30) days up to one hundred eighty (180) days, the probationary employee shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
- b. If the probationary employee service in active military service for a period in excess of one hundred eighty (180) days, the probationary employee shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

E. Emergency National Guard Leave.

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

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

F. Physical Examination.

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

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

G. Reinstatement.

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

H. Military Caregiver Leave.

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

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

2. **Definitions.**

- a. A "covered servicemember" means (a) a current member of the regular Armed Forces (including a member of the Reserves; a member of the National Guard; or a member of the Armed Forces, the National Guard, or the Reserves who is on the temporary disability retired list) who has a "serious injury or illness" incurred or aggravated in the line of duty on active duty for which the servicemember is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list or (b) a veteran of the Armed Forces (including the National Guard or the Reserves), provided that the veteran is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness" that was incurred or aggravated in the line of duty on active duty within five (5) years of the date on which the veteran left the Armed Services.
- b. "Outpatient status" means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

- c. "Serious injury or illness" means an injury or illness (a) incurred or aggravated by the covered servicemember in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating or (b) of a veteran of the Armed Forces (including the National Guard and the Reserves), provided that the veteran's injury or illness was incurred or aggravated in the line of duty on active duty and that the medical treatment, recuperation, or therapy that the veteran is receiving for that injury or illness is occurring within five (5) years of the date the veteran left the Armed Forces.
- d. "Parent of a covered servicemember" means a covered servicemember's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered servicemember. The term does not include parents "in law."
- e. "Son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- f. "Next of kin" means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner [same or opposite sex], parent, son or daughter) or (b) the person who the covered servicemember has designated in writing as that servicemember's nearest blood relative for purposes of Military Caregiver Leave.
- g. "Single twelve (12) month leave period" means the period beginning on the first day the employee takes leave to care for the covered servicemember and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

3. Leave Enrollment.

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 (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 (12) month leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited. As with other types of Family and Medical Leave (FML), this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered servicemember, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates a recurring periods of leave than does the employee's regular position.

4. Documentation and Certification.

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

5. Use of Accrued Paid Leave.

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

6. Advance Notice.

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

7. Reinstatement.

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

8. Continuation of Health Benefits.

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

I. Qualifying Exigency Leave.

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

1. Definitions.

- a. “Covered military member” is an individual who is on “active duty or call to active duty status” and is either (a) a member of a regular component of the Armed Forces who is deployed to or returning from a foreign country due to service with the Armed Forces, (b) a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, or Coast Guard Reserve), or (c) a retired member of the regular Armed Forces or the Reserves.
- b. “Parent of a covered military member” means a covered military member’s biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered military member. The term does not include parents “in law.”
- c. “Son or daughter of a covered military member” means a covered military member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered military member stood in loco parentis, and who is of any age.
- d. “Active duty or call to active duty status” means duty under a call or order to active duty (or notification of an impending call or order to active duty) in the Armed Forces.
- e. “Qualifying Exigency” is defined as any one of the following, provided that the activity relates to the covered military member’s active duty or call to active duty status:
 - 1) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (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 covered military member who is either under age eighteen (18) or incapable of self-care;
 - 4) Financial and legal arrangements to address the covered military member’s absence or to act as the covered military member’s representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member

is on active duty or call to active duty status and for the ninety (90) days after the termination of the covered military member's active duty status;

- 5) Counseling (provided by someone other than a health care provider) for the employee, for the covered military member, or for the child of the covered military member who is either under age eighteen (18) or incapable of self-care;
- 6) Rest and recuperation (up to five [5] days of leave for each instance) to spend time with the covered military member who is on short-term, temporary rest and recuperation leave during deployment;
- 7) Post-deployment activities to attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the covered military member's active duty and to address issues that arise from the death of the covered military member while on active duty status; and
- 8) Additional activities related to the covered military member's active duty or call to active duty status when the **Employer** and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

2. Eligibility.

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

3. Leave Entitlement.

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

4. Documentation and Certification.

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

5. Use of Accrued Paid Leave.

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

6. Notice.

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

7. Reinstatement.

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

8. Continuation of Health Benefits.

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

J. Military Spouse/Domestic Partner (Same or Opposite Sex) Leave.

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

2. **Definitions.**

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

- a. A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
 - b. A member of the National Guard who has been deployed during a period of military conflict, or
 - c. A member of the Reserves who has been deployed during a period of military conflict.
3. “Period of military conflict” means either of the following: (a) A period of war declared by the United States Congress, or (b) A period of deployment for which a member of a Reserve component is ordered to activity duty, as defined in Military & Veterans Code section 395.10.
4. **Substitution of Paid Leave.** This leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.

ARTICLE 17. LEAVES OF ABSENCE

A. General Provisions.

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

If applicable State or Federal law requires that the University offer any leave in a manner that is more generous to employees than is currently provided in this Article, the University will comply with the law.

1. **Recording of Leaves of Absence.** Each approved leave of absence shall be reported by submission of the appropriate payroll/personnel form. A copy of such form will be provided to the employee in person or mailed to the employee's last known home address. An absence is not considered an approved leave for purposes of University benefits unless this form is submitted.
2. **Benefit Eligibility.**
 - a. Approved leave without pay shall not be considered a break in service and, except as provided in Section A.2.b. below, the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.

- b. Employee benefit plan coverage during an approved leave of absence for reasons of Family and Medical Leave (FML) will be continued in accordance with the provisions of Section C.6. with regard to Pregnancy Disability Leave and Section D.2.g. with regard to Family and Medical Leave (FML).
 - c. A benefits-eligible employee on an approved leave without pay other than FML may elect to continue University-sponsored insurance coverages (as determined by plan documents and/or regulations) for the period of leave by remitting to the University the entire premium amount when due for the period of approved leave, in accordance with the provisions of the applicable plan(s). Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.
- 3. Periods on leave in a without-loss-of-straight time pay status shall be considered time worked.
 - 4. **Reinstatement.** Except as provided in Section C. Pregnancy Disability Leave, and Section D. Family and Medical Leave, an employee who has been granted an approved leave without pay shall be reinstated to the same or similar position in the same department/division when the duration of such leave is six (6) calendar months or less, or twelve (12) months, if extended. If the position has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations that would have been afforded if that employee had been working rather than on leave when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

B. Personal Leave.

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

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

C. Pregnancy Disability Leave.

During the period when an employee is disabled because of pregnancy, childbirth, or related medical condition, she is entitled to, the University shall grant her request for Pregnancy Disability Leave, as set forth below. Pregnancy Disability Leave may also be used for prenatal care.

For an employee disabled by pregnancy, childbirth, or related medical conditions, no eligibility requirements apply, such as minimum hours worked or length of service. If the employee is eligible for FMLA under the FMLA, pursuant to Section D.2.a, below, such leave shall be counted against the employee's FML entitlement under the FMLA as well as her entitlement to Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL).

1. Time Periods.

A pregnant employee is entitled to Pregnancy Disability Leave for the period of actual disability, up to four (4) months per pregnancy.

If an employee continues to be disabled by pregnancy, childbirth, or related medical condition beyond four (4) months, a Personal Leave may be granted in accordance with Section B., above, provided that the combined Pregnancy Disability Leave and Personal Leave do not exceed six (6) months, or twelve (12) months if extended.

Following Pregnancy Disability Leave, the employee may be eligible for Parental Leave pursuant to Section D.6., below, to care for her newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Leave shall not exceed seven (7) months in a calendar year.

2. Use of Accrued Paid Leave.

Pregnancy Disability Leave may consist of leave with or without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. The employee may elect to use accrued vacation leave prior to taking leave without pay.

3. Forms in Which Pregnancy Disability Leave May Be Taken.

Pregnancy Disability Leave may be taken as a block leave or, when medically intermittent or reduced leave schedule shall be counted towards the employee's entitlement advisable and supported by a certification from the employee's health care provider, the University shall grant an employee Pregnancy Disability Leave on an intermittent or reduced schedule basis including absences of less than one (1) day. Only the amount of leave time actually taken may be counted against the employee's Pregnancy Disability Leave entitlement.

4. Transfer and Other Reasonable Accommodations as Alternatives to, Or in Addition to Pregnancy Disability Leave.

- a. **Transfer at the Request of the Employee:** At the request of the employee and with the recommendation of the employee's health care provider, the University will transfer the employee to a less strenuous or hazardous position. 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 towards the employee's entitlement of up to four (4) months of Pregnancy Disability Leave, 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 will return the employee to her same position or a comparable position in accordance with Section C.7., below.
- b. **Transfer to Reasonably Accommodate the Employee's Need for Intermittent or Reduced Schedule Leave:** The University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's need for 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. Such transfer shall have equivalent pay and terms and conditions of **employment** but does not need to have equivalent duties. Such temporary transfer shall not be subject to Article 24 - Grievance Procedure, or Article 25 - Arbitration Procedure.
- c. 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.

5. 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 a 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: (1) a description of the requested accommodation or transfer, (2) a statement describing the medical advisability of the requested accommodations or transfer, (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and (4) the estimated duration of the need for 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: (1) a statement that the employee needs to take Pregnancy Disability Leave because she is disabled by pregnancy, childbirth, or related medical condition, (2) the date on which the employee became disabled because of pregnancy, and (3) 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 reasonable accommodation, transfer, or 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 issued by her health care provider prior to returning to work.

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 **D.g.4.** below.

7. Reinstatement.

The date of reinstatement is typically determined by agreement between the University and the employee when leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made, 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 her readiness to return.

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

D. Family and Medical Leave.

An employee who is eligible for Family and Medical Leave (FML) and has not exhausted their FML entitlement for the leave year, may take FML for any of the following six (6) reasons, as described in greater detail below:

- Due to the employee's own serious health condition (see Section D.3.)
- To care for a family member with a serious health condition (see Section D.4.)
- As Pregnancy Disability Leave (see Section D.5.)
- As Parental Leave (see Section D.6)
- As Military Caregiver Leave (see Section D.7.)
- As Qualifying Exigency Leave (see Section D.8.)

FML is unpaid leave, except as otherwise provided in Section D.2.f.

1. Definitions.

- a. Child means a biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the employee stands in *loco parentis*, provided the child is either under 18 years of age or incapable of self-care because of a mental or physical disability.
- b. Parent means a biological parent, foster parent, adoptive parent, stepparent, legal guardian, or an individual who stood in *loco parentis* to the employee when the employee was a child. "Parent" does not include the employee's grandparents, mother-in-law or father-in-law unless they stood in *loco parentis* to the employee when the employee was a child.
- c. Serious health condition is an illness, injury (including 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 the person with the expectation that the person 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.

- d. "Health Care Provider" means 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 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.

2. General Provisions.

a. Eligibility Criteria for FML.

- 1) Employees who have at least twelve (12) cumulative months of service (all prior University service, including service with the UC-managed Department of Energy Laboratories, shall be used to calculate the twelve [12] month service requirement) and have at least one thousand two hundred and fifty (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 the California Family Rights Act (CFRA) if leave is requested for an FML-qualifying reason, except as otherwise provided in this **Section D**. If the employee is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply.
- 2) "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, holidays not worked, or time spent in unrestricted on-call status. 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 one thousand two hundred and fifty (1,250) hours of actual service requirement.

b. Requests for Leave.

- 1) If the employee learns of the event giving rise to the need for leave more than thirty (30) days in advance of the leave's anticipated start date, the employee shall provide the University with at least thirty (30) calendar days' notice prior to the commencement of the leave, if practicable.
- 2) If the employee learns of the event giving rise to the need for leave less than thirty (30) days in advance, the employee shall provide the University with as much notice as practicable and, at a minimum, shall provide the University with such notice within five (5) working days after learning of the need for leave.
- 3) An employee who fails to give thirty (30) days' notice for a foreseeable leave with no reasonable basis for delay, may have their FML leave delayed until thirty (30) days after the date on which the employee provides notice.

- 4) If the need for leave is foreseeable due to the planned medical treatment of the employee or the employee's family member, the employee shall make reasonable efforts to schedule the treatment so as not to unduly disrupt the University's operations, subject to approval of the health care provider.
- 5) The University shall determine whether the employee meets the eligibility requirements and qualifies for an FML leave and shall, within five (5) business days of that determination, notify the employee, in writing, when the leave is designated or provisionally designated as FML. The duration and terms of the leave and the date of return are determined when the leave is granted.

Extensions to an FML leave may be granted up to an aggregate of twelve (12) workweeks in the calendar year (or twenty-six [26] workweeks in a single twelve [12] month period if FML is being taken as Military Caregiver Leave or four [4] months per pregnancy if FML is being taken as Pregnancy Disability Leave).

c. Time Periods.

- 1) FML shall not exceed twelve (12) workweeks in any calendar year except when it is used for Pregnancy Disability or Military Caregiver Leave. If the employee is taking FML as Pregnancy Disability Leave, the employee shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy. If the employee is taking FML for Military Caregiver Leave, the employee shall be eligible for up to twenty-six (26) workweeks of leave in a single twelve (12) month leave period.
- 2) For purposes of FML, twelve (12) workweeks is equivalent to four hundred and eighty (480) hours of scheduled work for full-time career and limited appointment employees who are normally scheduled for an eight (8) hours per day, five (5) days per workweek (8/40) schedule.
- 3) For employees who work less than full time or a schedule other than 8/40, the number of FML hours for which the employee is eligible shall be adjusted in accordance with the employee's normal work schedule. An employee whose schedule varies from week to week is eligible for a pro rata amount of FML based on the employee's hours worked over the twelve (12) months immediately preceding the leave.
- 4) Any leave taken by an eligible employee that qualifies for 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 FML leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).

d. Forms in which FML May be Taken.

- 1) FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.
- 2) 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 with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced work schedule basis, including absences of less than one (1) day. Only the time actually spent on intermittent or reduced leave schedule shall be counted towards the employee's FML entitlement for the applicable leave year.
- 3) An employee may take FML as Qualifying Exigency Leave on an intermittent or reduced schedule basis.
- 4) For requests to take FML as Pregnancy Disability Leave on an intermittent or reduced schedule basis, see Section C.3., above.
- 5) For requests to take FML as Parental Leave on intermittent or reduced schedule basis, see Section D.6., below.
- 6) When the employee requests FML on an intermittent or reduced schedule basis due to the planned medical treatment of the employee or the employee's family member, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring need for leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Such temporary transfer shall not be subject to Article 24 Grievance Procedure or Article 25 Arbitration Procedure.

e. Certification and other Supporting Documentation.

- 1) **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 FML be supported by a written certification issued to the University by the employee's health care provider. When certification is required by the University, such requirement shall be made to the employee 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, in addition to certifying the employee has a serious health condition as defined in Section D.1.c., above, include:

- A statement as to whether the employee is unable to perform any one (1) or more of the essential assigned functions of the position, including a statement of the function(s) the employee is unable to perform, and
 - the date on which the employee's serious health condition began, if known, and the probable duration of the condition and the probable date of return.
 - whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration and timing of such schedule, and
 - if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.
- 2) Certification When FML is Taken to Care for the Employee's Family Member with a Serious Health Condition: If FML is requested to care for the employee's family member with a serious health condition, written certification must be provided by the employee and must include: (a) certification that the family member has a serious health condition as defined in Section D.1.c. above, (b) a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological care and comfort), (c) whether the family member will need supervision or care over a continuous period of time, intermittently or on a reduced schedule basis, and (d) the leave schedule the employee will need in order to provide that supervision or care; and (e) the probable duration of the need for leave. In addition, the employee may be required to certify either on the same form or separately what care the employee will provide the family member and the estimated duration of the period of care.
- 3) 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 written certification in accordance with Section C.5. above.
- 4) Certification When FML is Taken as Military Caregiver Leave: When FML is taken as Military Caregiver Leave, the employee may be required to provide a written 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 D.1.d. above, who is treating the covered servicemember. The certification should provide information sufficient to establish 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 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.

- 5) **Certification When FML is Taken as Qualifying Exigency Leave:** When FML is taken as Qualifying Exigency Leave, an employee may be required to 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 Qualifying Exigency Leave, (b) the beginning and end dates of the qualifying exigency, and (c) other relevant information.
- 6) **Confirmation of Family Relationship:** The University may require that an employee complete a Declaration of Relationship form to certify the employee's relationship with the child when the employee is requesting FML as Parental Leave or to certify the employee's relationship with the family member when the employee is requesting FML to care for a family member with a serious health condition. The employee's failure to complete a Declaration of Relationship form within fifteen (15) calendar days of the University's 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.
- 7) **Questioned Medical Certifications:** Should the University have a good faith, objective reason to doubt the validity of the employee's medical certification for the employee's 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. Should the second medical opinion differ from the opinion of the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly selected by the University and the employee. The University shall bear the cost of the second and third opinions and the third opinion shall be final.
- 8) **Additional Certification and/or Recertification:** If additional leave is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, the University may, at its discretion, require that the employee obtain recertification. Such requests for subsequent certification 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, when practicable.

Failure to Provide the Requested Certification and/or Recertification: Failure to provide certification for a foreseeable FML leave other than Pregnancy Disability Leave within the requested time may result in the denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable FML leave other than Pregnancy Disability Leave within the requested time period, may result in discontinuance of the leave until the required certification is provided. If the employee fails to provide a complete and sufficient certification and/or recertification, 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 may result in delay of the leave or discontinuance of the leave, at the

University's discretion, until the certification and/or recertification is provided. If the employee fails to provide the required certification and/or recertification and the leave has not begun, the request for FML will be denied.

f. Use of Accrued Paid Leave.

FML Leave is unpaid, except for the use of sick leave and the use of accrued vacation as provided in this Article.

- 1) An employee may elect to use accrued vacation time before taking FML without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten percent (10%) of the vacation leave accrual prior to taking FML without pay unless the employee is taking FML as Pregnancy Disability Leave.
- 2) Pursuant to Article 13 Sick Leave, Section C.7., an employee may elect to use up to thirty (30) days of accrued sick leave per calendar year for FML taken to care for a family member with a serious health condition, as defined in Section D.1.c., above, if the family member is the employee's parent, spouse, domestic partner (same or opposite sex) or child.
- 3) Pursuant to Article 13 Sick Leave, Section C.8., an employee may elect to use up to thirty (30) days of accrued sick leave per calendar year for FML taken as Military Caregiver Leave.
- 4) An employee on approved FML as Parental Leave may elect to use accrued vacation time or sick leave before taking leave without pay. If the employee's vacation accrual is at maximum, the employee will be required to use at least ten percent (10%) of the vacation leave credit prior to taking FML without pay.
- 5) An employee on FML for the employee's own serious health shall be permitted to use accrued sick leave in accordance with the University's disability plan or as provided for under Article 15 - Work-Incurred Injury or Illness. Employees who are not eligible for University disability benefits and who are not on leave due to a work-incurred injury shall be permitted to use all accrued sick leave prior to taking FML without pay. An employee may also elect to use accrued vacation time before taking FML without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten percent (10%) of the vacation leave credit prior to taking FML without pay.
- 6) An employee on FML for Pregnancy Disability Leave shall use all accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the employee may elect to use accrued vacation time before taking FML without pay.

g. Continuation of Health Benefits.

An employee on an approved FML shall be entitled, if eligible, to continue participation in health plan coverages (medical, dental, and optical) as follows:

- 1) When the employee is on FML that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2) When the employee is on Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve-month (12-month) period. For purposes of Military Caregiver Leave, the "single twelve (12) month period" is the period beginning on the first (1st) day the employee takes the leave and ending twelve (12) months after that date.
- 3) When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the employee is on Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently under the FMLA: Continued coverage for up to four (4) months in a twelve (12) month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count toward the employee's FMLA entitlement of up to twelve (12) workweeks of such coverage in a calendar year.
- 5) When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after an employee's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

Other group insurance coverages and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

h. Review of Denials or Deferrals of Leave Requests.

If an employee's request for FML is denied, deferred or otherwise provided for a period shorter than requested by the employee, such University action may, upon the employee's written request, be reviewed in accordance with Article 23 - Complaint Procedure. Neither the University's action in granting or not granting FML nor the results of such review shall be subject to Article 24 - Grievance Procedure or Article 25 - Arbitration Procedure of this Agreement.

i. Return from FML.

- 1) **Required Notice and Documentation:** The employee shall provide reasonable notice to their department of their anticipated return to work. If the employee is returning from FML taken due to the employee's own serious health condition, the employee must provide a written release to return to work issued by the employee's health care provider. An employee who has been medically released to perform the essential assigned functions of their position, with or without reasonable accommodation, will be reinstated in accordance with the provisions of Section D.i.2., below. Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release. For returns after Pregnancy Disability Leave, see Section C.7., above.
- 2) **Reinstatement Rights:** An employee granted FML for any purpose other than Pregnancy Disability Leave who returns within twelve (12) workweeks of the initiation of the leave (or within twenty-six [26] workweeks if the FML was taken for Military Caregiver Leave) shall be reinstated to the same or an equivalent position upon return from the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section C.7., above. 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 had the employee been working when the position was abolished or affected by layoff. No employee with a predetermined appointment end date will be granted a leave of absence beyond the employee's appointment end date or the predetermined date of separation.

3. 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 D.1.c., above, renders the employee unable to perform one or more of the essential functions of the employee's position.

4. FML to Care for Employee's Family Member with a Serious Health Condition.

FML to care for a family member with a serious health condition is leave to care for the employee's child, parent, spouse, or domestic partner (same or opposite sex) who has a serious health condition, as defined in Section D.1.c., above, that warrants the participation of the employee to provide care (including psychological care and comfort) or supervision during a period of the family member's treatment.

5. FML as Pregnancy Disability Leave.

Section C., above, is eligible for FML under the FMLA, her Pregnancy Disability Leave will be counted against her FML entitlement under the FMLA as well as her Pregnancy Disability Leave entitlement under California's Pregnancy Disability Leave Law.

6. FML as Parental Leave.

FML taken as Parental Leave is leave taken to bond with the employee's newborn, to bond with 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 FML taken as Parental Leave:

- a. **Time Limit for Parental Leave:** Parental leave must be initiated and concluded within one (1) year of the birth or placement of the child with the employee. When taken in connection the adoption of a child, Parental Leave may commence prior to the date of placement.
- b. **Eligibility for Parental Leave:** An employee taking Parental Leave must meet the eligibility requirements for FML set forth in Section D.2.a., above, except when the employee is taking Parental Leave immediately following an FML taken as Pregnancy Disability Leave; in those circumstances, an employee who was eligible for FML under the FMLA at the beginning of her Pregnancy Disability Leave shall be granted Parental Leave under the CFRA for up to twelve (12) workweeks after her Pregnancy Disability Leave, provided that she has not exhausted her FML entitlement under CFRA for that leave year.
- c. **Duration of Parental Leave:** Parental Leave, alone, shall not exceed twelve (12) workweeks within a calendar year. However, when Parental Leave is combined with Pregnancy Disability Leave, the total FML shall not exceed seven (7) months in a calendar year.
- d. **Forms in Which Parental Leave May Be Taken:** The University shall grant a Parental 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 Leave requested during this same time period be for a minimum duration of two (2) weeks unless otherwise required by law.

7. 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 D.7.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 (12) month leave period. The employee must be a spouse, domestic partner (same or opposite sex), parent, son, daughter, or next of kin of the covered servicemember to be eligible for this type of leave in addition to meeting the eligibility requirements for FML set forth in Section D.2.a., above.

b. Definitions Specific to Military Caregiver Leave.

- 1) "Covered servicemember" means: (a) 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 (b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness."
- 2) "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 (5)-year period prior to the first (1st) date the eligible employee takes Military Caregiver Leave to care for a covered veteran.
- 3) "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 purposes of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- 4) "Serious Injury or Illness" means:
 - a) 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;
 - b) 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.
- 5) 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 when the covered servicemember was under eighteen (18) years of age. The term does not include parents "in law."
- 6) Son or daughter of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in *loco parentis*, and who is of any age.

- 7) Next of kin means (a) the nearest blood relative of the covered servicemember [other than the covered servicemember's spouse, domestic partner (same or opposite sex), 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.
- 8) Single twelve (12) month leave period means the period beginning on the first (1st) 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 (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- (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.

This leave may be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered servicemember, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

8. 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 (same or opposite sex), son, daughter or parent of the employee, the employee may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the military member is on covered active duty or call to covered active duty status.

a. Definitions Specific to Qualifying Exigency Leave.

- 1) "Son or daughter on covered active duty or call to covered active duty status" means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in *loco parentis*, who is on covered active duty or call to covered active duty status, and who is of any age.

- 2) "Covered active duty or call to covered active duty status" means:
 - a) For purposes of members of the Regular Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country.
 - b) For purposes 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.
- 3) "Reserve component of the Armed Forces" include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation as defined by the FMLA.
- 4) "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:
 - a) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment;
 - b) Military events and activities, including official ceremonies;
 - c) Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time that Qualifying Exigency Leave is to commence;
 - d) 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 covered active duty status and for the ninety (90) days after the termination of the military member's covered active duty status;
 - e) 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 because of a mental or physical disability at the time the Qualifying Exigency Leave is to commence;
 - f) 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;

- g) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military members covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;
- h) Arranging for care for the parent of the military member or providing care for the parent on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), where the parent is incapable of self-care and is the biological, adoptive, step, or foster father or mother of the military member, or any other individual who stood in *loco parentis* to the military member when the military member was under eighteen (18) years of age; and
- i) Additional activities related to the military member's covered active duty or call to covered 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.

E. Work-Incurred Disability Leave.

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

1. An employee who is also eligible for FML shall be granted leave pursuant to Section D. above. An employee who is granted work-incurred disability leave shall have that counted against the twelve (12) workweek entitlement to FML, provided that the employee is eligible for FML and has not exhausted their FML entitlement for the calendar year.
2. An employee who has been granted a work-incurred disability leave that runs concurrently with FML shall be reinstated in accordance with Section D.2.i., above, provided that the employee returns to work immediately following termination of the FML. All other employees who would have been granted a work-incurred disability leave shall be reinstated in accordance with Section A.4.

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

F. Military Spouse/Domestic Partner (Same or Opposite Sex) Leave.

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

2. Definitions for Military Spouse/Domestic Partner (Same or Opposite Sex) Leave.

- a. “Qualified member” means a person who is any of the following:
 - 1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
 - 2) A member of the National Guard who has been deployed during a period of military conflict, or
 - 3) A member of the Reserves who has been deployed during a period of military conflict.
- b. “Period of military conflict” means either of the following:
 - 1) A period of war declared by the United States Congress, or
 - 2) 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.

ARTICLE 18. JURY DUTY/WITNESS PAY

A. Jury Duty.

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

B. Witness Pay.

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

ARTICLE 19. DISCIPLINE AND DISMISSAL

A. Definitions.

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

B. Grounds.

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

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

C. Notice of Intent.

1. **When required.** The University may discipline without prior notice of intent by counseling memo, written warning, or suspension without pay for five (5) working days or less. The University shall provide written notice, as described in Section C.2. below, of intent to discipline by suspension without pay for more than five (5) working days, demotion, or dismissal.

2. Issuance and Content.

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

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

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

- 4) Inform the employee of their right to representation.

D. Response to Notice.

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

E. Investigatory Leave.

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

F. Written Warning.

Dismissal shall be preceded by at least one (1) written warning, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. Such performance or conduct may include but is not limited to dishonesty, theft or misappropriation of University property, fighting on the job, insubordination, acts endangering others, or other serious misconduct.

G. Job Abandonment.

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

H. Removal of Warning Letters and Counseling Memos.

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

I. Relation to Grievance Procedure Exclusion.

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

ARTICLE 20. LAYOFF AND REDUCTION IN TIME

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

Responsibility.

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

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

A. Temporary Layoff and Temporary Reduction in Time.

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

3. If an indefinite layoff or indefinite reduction in time should occur during a temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time shall be applied.

B. Indefinite Layoff and Indefinite Reduction in Time.

1. Indefinite layoff and reduction in time is effected by department and by class (title code) and craft, (e.g., Lead Carpenter, Carpenter, Electrician, Locksmith, Lead Painter, Painter). The order of indefinite layoff and reduction in time of employees in the same class and craft shall be in inverse order of seniority, except that the Department Head may retain employees irrespective of seniority, who possess skills, knowledge, or abilities which are not possessed by other employees in the same class and craft, and which are necessary to perform the ongoing functions of the department. Such exceptions shall be documented in writing.
2. **Seniority.** Seniority shall be calculated by full-time equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. A break in service is any separation from employment status. In addition, a break in service occurs, effective the last day on pay status, whether or not a separation form is submitted, when an employee is off pay status for four (4) complete, consecutive calendar months without an approved leave without pay, furlough, or temporary layoff. A return to pay status from an approved leave without pay, furlough, temporary layoff, during a period of right to recall and preference for reemployment, or on the next working day following a separation is not a break in service. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be laid off first.
3. **Notice.** An employee will receive at least thirty (30) calendar days' advance written notice prior to indefinite layoff or indefinite reduction in time, whenever feasible. If less than thirty (30) calendar days' notice is granted, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days' notice.
4. In the event of a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a non-probationary career employee shall be informed of the procedures for recall and preferential rehire.

C. Reemployment from Indefinite Layoff.

1. Right to Recall to Layoff Department.

A non-probationary career employee who is separated because of an indefinite layoff or whose time is reduced because of an indefinite reduction in time shall be recalled in order of seniority into any active and vacant career position for which the employee is qualified when the position is in the same class, and craft, and at the same time or lesser percentage of time as the position held by the employee at the time of layoff. Right to recall is not extended to an employee who has not completed the probationary period. Employees who

are eligible for recall shall retain recall eligibility for three (3) years from the effective date of layoff.

2. Preference for Reemployment or Transfer in Layoff Department.

A non-probationary career employee who is separated or whose time is reduced because of indefinite layoff or indefinite reduction in time, or who has received written notice of indefinite layoff or indefinite reduction in time within the two (2) calendar months prior to the layoff date shall be granted preference within the UCR Skilled Crafts Unit for reemployment or transfer to any active or vacant career position for which the employee is qualified when the position is:

- a. at the same salary level or lower (as determined by the salary range maximum), and
- b. at the same or lesser percentage of time as the position held by the employee at the time of layoff.

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

3. The Department Head may reject a non-probationary career employee with preference for reemployment or transfer only if the employee lacks qualifications required of the position. Reasons for non-selection shall be provided by the department head in writing to the employee with a copy to the Union.

Provided the University has determined the affected bargaining unit employee could learn the requisite skills required to be qualified within six (6) months, the University shall consider offering such a position to the affected employee as an alternative to layoff.

4. Duration of Right to Recall and Preference for Reemployment.

An employee shall have preference for reemployment for three (3) years from the date of layoff.

5. An employee may be required to respond affirmatively to periodic inquiries as to the desire to continue the right to recall and preference for reemployment in order to continue that right and preference beyond one (1) year.
6. Right to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in limited positions.
7. **Termination of Right to Recall and Preference.** Right to recall and preference for reemployment terminate if an employee:

- a. refuses an offer to return, at the same or greater percentage of time, to the class from which laid off;
 - b. accepts a career position at the same or higher salary level and the same or greater percentage of time as the position held by the employee at the time of layoff; or
 - c. refuses two (2) offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff.
8. In addition preference for reemployment terminates if an employee accepts any career position.
 9. Right to recall and preference for reemployment are suspended when an employee does not respond to written notice of an employment opportunity. However, upon written request of the employee and approval of Human Resources, both recall and preference may be reinstated.
 10. **Service Upon Reemployment.** Reemployment within the period of right to recall and preference for reemployment or from temporary layoff provides continuity of service. Benefits and seniority accrue only when on pay status.
- D. Severance Pay.** A **non-probationary career** employee who has been laid off indefinitely or whose time has been reduced indefinitely shall have the option of severance pay in lieu of preference for reemployment and the right to recall. When an employee elects severance pay in lieu of preference for reemployment and the right to recall, the following guidelines apply:
1. **Payment Schedule.** An employee who elects severance pay in lieu of preference for reemployment and the right to recall shall be paid a lump sum amount of one (1) week [five (5) workdays] of salary for each full year of service from the most recent break in service, up to a maximum of sixteen (16) weeks of base pay.
 2. An employee whose time has been reduced indefinitely and who elects severance pay in lieu of preference for reemployment and the right to recall shall receive severance pay for the percent of time reduced in accordance with the payment schedule above.
 3. **Repayment.** An employee who has received severance pay under this policy and who returns to work in a career position with the University at the same or higher salary and at the same percentage of time as the position held at the time of layoff shall repay to the University any portion of severance pay received that is in excess of the time the employee was on layoff status.

E. Effect on Benefits.

An employee on indefinite or temporary layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the employee's payment of full premiums.

1. 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.
2. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff.

F. Other Provisions.

The University will provide a forty-five (45) day written notice to IUOE Local 501 if it proposes an indefinite layoff within the unit. Layoff Units and the Department assignments will be considered when a layoff has determined inevitable. Layoff Units are defined as Auxiliary Services, Student Recreation Center, and Facilities Services.

The Union and University will meet to determine best practices in administering layoffs within the unit.

ARTICLE 21. SUBCONTRACTING

- A. Management reserves the right to subcontract unit work, including the right to continue subcontracting that work which has been subcontracted in the past. Before deciding whether or not to subcontract unit work, the University shall consider whether said work should be performed by bargaining unit employees in house.
- B. The University shall provide **electronically** to the Union a summary of subcontracted construction projects. The summary will include the following information: Duration of the Mini Form Contract, location of the work, contractor name and cost of the work. Mini Form, including Open Mini Form, subcontracted work is that work which is less than fifty thousand dollars (\$50,000) in total, or that painting work which is less than twenty-five thousand dollars (\$25,000) in total.
- C. **The University shall provide electronically to the Union and K5 Local 501 job stewards, a quarterly summary of subcontracted work regardless of funding source and is less than fifty thousand dollars (\$50,000) in total, or painting work which is less than twenty-five thousand dollars (\$25,000) in total.**

- D. The University agrees to notify the Union, at least thirty (30) calendar days in advance of its intent to subcontract any unit work which would result in the layoff of unit employees and shall meet and confer upon request regarding the subcontracting of such unit work. If agreement is not reached, the University may implement its decision.
- E. Issues regarding subcontracted work as referenced in Section A., above, shall be discussed in accordance with Labor-Management Relations.

ARTICLE 22. UNIT WORK

- A. **The University and the Union agree bargaining unit work is to be done by bargaining unit employees.** Supervisors and non-unit employees will not normally perform work of unit employees. However, management reserves the right to occasionally assign supervisors or non-unit employees to perform unit work, at the University's discretion, when there are compelling circumstances.
- B. **Management reserves the right to assign supervisors to perform unit work to meet the emergency needs of the University that require 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.**
- C. **Non-unit employees may be assigned unit work only to meet the emergency needs of the University.**

ARTICLE 23. COMPLAINT PROCEDURE

- A. A complaint is a dispute of one (1) or more employees involving the interpretation or application of a written rule or policy not set forth in this Agreement, or a dispute involving an issue which is otherwise excluded from the Grievance or Arbitration Procedures of this Agreement.
- B. **Procedure.**
 - 1. As soon as practicable, the employee(s) shall discuss the complaint with **their** immediate supervisor to attempt to resolve the matter.
 - 2. If the complaint is not resolved through informal discussion with the immediate supervisor, the employee(s) may request a review of the complaint by the Department Head **and/or the department Human Resources Liaison.**
 - 3. If the complaint is not resolved by the Department Head **or Human Resources Liaison**, the employee(s) may request a review by the Employee & Labor Relations **Department**, within fourteen (14) calendar days of the **Department's** decision. If a meeting is held, the complainant(s) may be represented by a full-time **Union** Representative and/or Steward of the Union.

C. Limitations.

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

ARTICLE 24. GRIEVANCE PROCEDURE

A. Definition, Eligibility, Consolidation, and Representation.

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

B. Procedure.

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

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

2. **Department Review. Step 2.** A formal grievance must be filed in writing on a grievance form provided by the University. The form must be submitted to Employee & Labor Relations, 1223 University Avenue, Suite 200, Riverside, CA 92507, or via email to grievances@ucr.edu within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first. A grievance is considered "filed" on the date it is personally delivered or the date it is emailed. Formal grievances must set forth:

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

The Department Head or official designee shall review the grievance and, at their discretion, meet with the employee(s) and the employee's representative, to discuss the grievance. Within fifteen (15) calendar days after the Step 2 meeting, a written response will be issued to the employee(s) with a copy to the employee's representative. If the Department's response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 3.

3. **Campus Review. Step 3.** If the grievance is not resolved at Step 2, an appeal may be submitted in writing by the employee(s) or the employee's representative to the Campus Director of Employee & Labor Relations at Employee & Labor Relations, 1223 University Avenue, Suite 200, Riverside, CA 92507, or via email to grievances@ucr.edu. The written appeal must be received by the Campus Director of Employee & Labor Relations within ten (10) calendar days of the date on which the written response to Step 2 was issued or due.

Within fifteen (15) calendar days of the receipt of the Step 3 appeal, the Campus Director of Employee & Labor Relations or designee shall schedule a meeting to discuss the grievance. During the meeting the employee(s) and/or the employee's representative shall present all evidence and contentions relevant to the grievance.

The designated University official shall issue a written decision within fifteen (15) calendar days following the date of the close of the campus review. The decision shall be sent to the employee(s) and the employee's representative. A copy of the decision shall be sent by Certified Mail to the Union.

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

4. Emailed grievances and appeals.

a. Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions of this Agreement.

b. The 'date of filing' for emailed grievances and appeals shall be the date received on the University server, provided that the grievance or appeal is received during business hours. If a grievance or appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the grievance or appeal.

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

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

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

C. Resolution.

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

ARTICLE 25. ARBITRATION PROCEDURE

A. Request for Arbitration.

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

B. Selection of Arbitrators.

Within ten (10) calendar days from receipt from the Union of its decision to request arbitration, the parties shall meet to select an arbitrator from the following list:

1. **Angela Reddock-Wright**
2. Norman Brand
3. Douglas Collins
4. Walter Daugherty
5. Joseph Gentile
6. John LaRocco
7. Michael Prihar
8. Jan Stiglits
9. **Mathew Goldberg**
10. **Mark Burnstein**
11. **Najeeb Nabil Khoury**

Upon notification by either party of the list becoming permanently reduced to six (6) or less, the parties will meet to reestablish a list of eight (8) at their earliest convenience.

In the event that the parties cannot reach agreement on a particular arbitrator, the parties will strike names alternately until an arbitrator is chosen. The order of striking shall be decided by a coin toss, with the winner of the toss choosing whether to go first or second.

C. Arbitration Procedure.

1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant material and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and material should be identified at least seven (7) calendar days prior to the hearing.
2. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
3. Prior to the arbitration the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.

4. Settlement proposals may be offered at any stage prior to or during arbitration.
5. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.
6. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy.

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

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

D. Decision and Remedy.

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

E. Release Time and Pay Status.

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

ARTICLE 26. SAFETY

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

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

ARTICLE 27. SAFETY COMMITTEE

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

ARTICLE 28. PROTECTIVE CLOTHING AND EQUIPMENT

A. Shoes and Safety Equipment.

The University shall continue to provide clothing and safety equipment which it currently makes available to the employees covered by this Agreement. **The University will reimburse employees one-hundred percent (100%) of the cost of safety shoes, up to a maximum of two hundred and twenty-five dollars (\$225.00) per calendar year with a ten dollar (\$10.00) increase effective July 1 of each year of the contract term.**

B. Prescription Safety Glasses.

An employee required to wear prescription glasses will **follow the Prescription Safety Glasses Order Procedures as managed by campus EHS.** The University will supply up to one (1) set of prescription safety glasses each year to each employee required to wear prescription glasses within University guidelines.

ARTICLE 29. TRAINING

A. General Training and Professional Development.

- 1. An Employee may submit a request in writing to their supervisor to participate in a training program which is job or career related. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition, and travel. If the Department Head denies such a request, such denial shall be in writing.**
- 2. When a Department Head recommends training for an employee, and such training occurs during the employee's work hours, the employee may be granted release time if operational needs permit.**

B. Training Proposals.

- 1. Employees or the University may prepare and present training proposals for bargaining unit employees. Such proposals may be submitted to the Department Head for approval.**

C. Professional Development opportunities shall include, but are not limited to:

- 1. Training that directly benefits the campus and/or department.**
- 2. Continuing education and advancement.**
- 3. Certification training that aligns with the employee-specific job classification.**

D. Approval for Participation.

- 1. Approval for participation shall be based on the following considerations:**
 - a. Staffing needs of the department.**
 - b. Available funding.**
 - c. Operational needs.**
 - d. Reasonable expectation that the employee's work performance or value to the University will be enhanced as a result of their participation in the course of study.**
- 2. The request for approval to attend training activities shall be made at least thirty (30) days before the scheduled training.**
- 3. In accordance with UC policy, the Department Head shall determine what costs, if any, shall be borne by the campus concerning the requested training.**

E. Reimbursement for Training Expenses.

- 1. The University agrees to reimburse employees for expenses incurred as a result of training if such training is agreed or required by UCR. Employees shall be reimbursed in accordance with the UC Travel Policy for the following expenses incurred as a result of this required training:**
 - a. Tuition and/or registration fees.**
 - b. Cost of course-required books and materials.**
 - c. Transportation or mileage expenses.**
 - d. Toll and parking fees and/or**
 - e. Lodging and subsistence expenses.**

ARTICLE 30. PARKING

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

ARTICLE 31. MILEAGE REIMBURSEMENT

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

ARTICLE 32. MEDICAL SEPARATION

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

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

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

F. Notice of Separation.

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

G. Special Reemployment Procedures.

For a period of one (1) year following the date of a medical separation, a former non-probationary career employee may be selected for a position within the unit without the requirement that the position be publicized. However, if the employee is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced. In either situation, the former employee must first notify the appropriate University representative that the former employee is interested in being considered for reemployment opportunities under this provision.

H. Service Upon Reemployment.

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

ARTICLE 33. REASONABLE ACCOMMODATION

- A. In a manner that is consistent with applicable law, the University will provide reasonable accommodation to otherwise qualified employees with disabilities, who need assistance to perform the essential functions of their positions. This Article shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be determined in accordance with the specific functional abilities of the employee in coordination with the requirements of the employee's job.
- B. The interactive process will be used to determine what, if any reasonable accommodations will be provided. The interactive process is an ongoing dialogue between the employee and appropriate University representatives about the essential functions of the employee's position, the employee's functional limitations, and possible options for reasonably accommodating the employee. Both the University and the employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodations.
- C. The employee is responsible for providing the University disability manager or other appropriate University representative with documentation that confirms that the employee has a disability and explains how that limits the employee's ability to perform the essential functions of the job. 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.

- D. While the University will consider the employee's suggestions regarding possible accommodation(s), the University will determine what accommodation(s) will be implemented. If the University determines that the employee cannot be reasonably accommodated in their current position and the employee is interested in reassignment, a search for an alternative vacant position for which the employee is qualified, with or without reasonable accommodation, will be conducted. The employee may be placed into such a position without the requirement that the position be publicized.
- E. The University will not implement an accommodation that would present an undue hardship.
- F. When recommended by a disability manager or vocational rehabilitation counselor and approved by the appropriate University official, a qualified non-probationary career disabled employee may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one (1) year, shall be determined by the counselor in consultation with the employing Department/Division Head. Positions used for trial employment shall not be designated as career, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.

ARTICLE 34. DEATH PAYMENTS

- A. Upon the death of an eligible employee, a sum equal to the salary of the deceased for one (1) month shall be paid to the surviving spouse or domestic partner (same or opposite sex), 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 (1x) the employee's annual covered salary rate multiplied by the percent of time of the employee's appointment. PERS members are covered for this amount minus the five thousand dollars (\$5,000.00) PERS death benefit. The maximum benefit for PERS members is forty-five thousand dollars (\$45,000.00). The maximum benefit for all other eligible employees is fifty thousand dollars (\$50,000.00). Benefits are payable to the employee's named beneficiary.

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

B. Eligible Employee.

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

C. Eligible Dependent.

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

D. Employee Earnings.

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

ARTICLE 35. UNION SHOP STEWARDS

- A. The Union shall be entitled to designate a reasonable number of employees to act as Shop Stewards for the employees covered by this Agreement. Specifically, the Union may designate up to three (3) Shop Stewards. Should the number of bargaining unit members increase such that the ratio of Shop Stewards to employees in the bargaining unit becomes 1:35, the Union shall be permitted to add an additional Shop Steward. The Union shall furnish the Director of Employee & Labor Relations with the names of the employees selected as Shop Stewards. An alternate Shop Steward may be appointed to function in the absence of the regular Shop Steward. Any change in the appointment of the designated Stewards shall be made known to the Director of Employee & Labor Relations.
- B. Union business/activities, other than reasonable time spent in investigation of grievances prior to formal filing and investigation of employee complaints, shall not be conducted on an employee's scheduled work time except as specifically provided for in other section(s) of this Agreement; nor shall such business/activities interfere with University programs and operations.

- C. The University is prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Shop Stewards or otherwise interfering with, restraining, or coercing Shop Stewards because of the exercise of any rights given by this Agreement. The Union Business Representative may file a complaint concerning Shop Steward reprisal with the Director of Employee & Labor Relations. This Section, and disputes arising from this Section, however, are not subject to the Grievance or Arbitration Procedures of this Agreement.

ARTICLE 36. LABOR-MANAGEMENT RELATIONS

Meetings **will be scheduled quarterly and upon mutual consent between Union IUOE Staff Representative and Employee & Labor Relations** for the purpose of informally discussing actual or potential employer-employee relations problems.

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

ARTICLE 37. UNION ACCESS

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

ARTICLE 38. USE OF UNIVERSITY FACILITIES

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

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

Upon advance request by IUOE Local 501 job stewards, the University will provide use of University phones, computer, and access to a private space to conduct meetings for Union business. Such use must not interfere with University operations.

ARTICLE 39. BULLETIN BOARDS

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

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

ARTICLE 40. RELEASE TIME FOR MEET AND CONFER

Employees appointed by the Union shall be granted a reasonable amount of release time for the purpose of meeting and conferring at the bargaining table. If the number of designated Shop Stewards in the bargaining unit is four (4) or more, up to four (4) employees shall be provided release time unless the parties mutually agree otherwise. If the number of designated Shop Stewards in the bargaining unit is less than four (4), no more than three (3) employees shall be provided release time unless the parties mutually agree otherwise. Release time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work.

The Union shall provide the designated University official with written notice of the names of the employees requiring such release time at least four (4) business 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.

ARTICLE 41. LEAVE OF ABSENCE - UNION BUSINESS

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

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

ARTICLE 42. DUES DEDUCTIONS

A. Dues Deduction.

1. **Dues Deduction.** The Union certifies that it has and will maintain individual employee authorizations for Union dues deductions. The Union shall provide written notification to the University within ten (10) days of any employee who is a member of the Union, or who has applied for membership, and who has authorized deduction of Union membership dues. Upon notice from the Union, the University agrees to deduct Union dues from the employee's pay.
2. The University shall direct employee requests to cancel or change deductions for employee organizations to the Union. The University shall rely on information provided by the Union regarding whether dues deductions were properly canceled or changed, and the Union shall indemnify the University for any claims made by the employee for deductions made in reliance on that information.
3. **Check Processing.** The University further agrees to send a check to the Union for all Union dues deductions processed in accordance with this Article. The cost of processing the check shall be a **fifteen dollar (\$15.00) flat fee.**
4. **Indemnification.** The amount of dues deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure. The Union agrees to reimburse the University for all costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues during the term of this Agreement. The Union agrees to hold the University harmless from liability for any errors in withholding or transmitting dues, or for any claims made by an employee for deductions made in reliance on the Union's certification in accordance with this Article except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.

B. Union Notification.

Subject to Government Code section 6254.3(c), in accordance with AB 119, the University shall provide the Union with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within thirty (30) days of the date of hire or by the first pay period of the month following hire, and the public employer shall also provide the exclusive

representative with a list of that information for all employees in the bargaining unit at least every one hundred and twenty (120) days.

C. Financial Report.

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

ARTICLE 43. SEVERABILITY

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

ARTICLE 44. NO STRIKE

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

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

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

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

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

Should any activities in violation of this Article occur, the Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference. Such affirmative action shall include the immediate written notice to all employees in the unit, at their work and/or home addresses, stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including discharge. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 45. WAIVER

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

ARTICLE 46. INSURANCE AND RETIREMENT BENEFITS

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

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

ARTICLE 47. SHIFT DIFFERENTIAL

- A. An employee who is regularly assigned to work **with a start time between 3:00 pm through 10:59 pm**, shall receive the following shift differential pay per hour in addition to the employee's regular hourly rate of pay: **Two dollars and twenty-five cents (\$2.25)**.
- B. An employee who is regularly assigned to work **with a start time between 11:00 pm through 4:59 am**, shall receive the following shift differential pay per hour in addition to the employee's regular hourly rate of pay: **Two dollars and fifty cents (\$2.50)**.
- C. An employee who is regularly assigned to work a variable work week shall receive the following shift differential pay per hour in addition to the employee's regular hourly rate of pay: **Two dollars and fifty cents (\$2.50)**.

A variable workweek is defined as a week in which the employee is regularly assigned to work any combination of first, second or third shifts. Positions designated as "relief positions" shall be deemed to have a "variable" workweek for the purposes of this Article.

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

ARTICLE 48. WAGES

A. GENERAL PROVISIONS.

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

- d. **Step Increases provided per Article 9. Performance Evaluation shall be effective the first (1st) full bi-weekly pay period commencing on or after July 1st, for each year of this Agreement.**

B. Order of Increases.

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

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

C. Remaining salary range increases for the duration of this contract shall be as follows:

1. **Fiscal Year 2023-2024:** Effective the first (1st) full bi-weekly pay period commencing on or after July 1, **2023**, the University will adjust the existing salary ranges by **six percent (6%)** and pay employees in accordance with Section A., above.
2. **Fiscal Year 2024-2025:** Effective the first (1st) full bi-weekly pay period commencing on or after July 1, **2024**, the University will adjust the existing salary ranges by **five percent (5%)** and pay employees in accordance with Section A., above.
3. **Fiscal Year 2025-2026:** Effective the first (1st) full bi-weekly pay period commencing on or after July 1, **2025**, the University will adjust the existing salary ranges by **four percent (4%)** and pay employees in accordance with Section A., above.
4. **Fiscal Year 2026-2027:** Effective the first (1st) full bi-weekly pay period commencing on or after July 1, **2026**, the University will adjust the existing salary ranges by **four percent (4%)** and pay employees in accordance with Section A., above.

D. Within ninety (90) days of ratification, all K5 employees shall receive a one-time bonus of two thousand dollars (\$2,000). Upon ratification, all K5 employees in steps 1 and 2 shall be moved to step 3 before the salary range adjustment is implemented as listed above in Order of Increases.

E. Upon ratification, a longevity bonus shall be paid to any career, K5 unit employee who has attained fifteen (15), twenty (20), or twenty-five (25) years of full-time, career University service in the K5 Unit. For each year, on or following July 1, each employee will receive the following:

- 15 years of 2.5% of their respective annual salary**
- 20 years of 2.5% of their respective annual salary**
- 25 years of 5.0% of their respective annual salary**

Upon retirement or in the event of a death, if fifteen (15), twenty (20), or twenty-five (25) years is achieved, the longevity bonus will be paid in their final payment.

ARTICLE 49. UNIFORMS

Uniforms are attire that must be worn in order to identify department personnel for the purpose of UCR branding, safety, and visual identification. 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 Department. Uniforms shall be worn solely for University business. Additional information can be found in each employing Department's employee handbook.

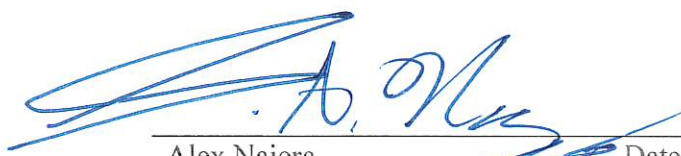
Laundrying services are at the discretion of the Department Head. If laundrying services are not offered in the department, employees are expected to ensure their uniforms remain clean and presentable.

EXECUTION OF AGREEMENT


The foregoing Agreement between the International Union of Operating Engineers, Local 501, AFL-CIO, and the Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized Representatives of each party.

FOR THE UNIVERSITY:


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




Alex Najera Date
Associate Vice Chancellor for Human
Resources



George Chester Williams Date
Director of Labor and Employee Relations

DocuSigned by:


Cheryl Lloyd Date
Vice President, Systemwide Human Resources
Chief Human Resources Officer

Signed by:


Melissa Matella Date
Associate Vice President of Employee and
Labor Relations

FOR THE UNION:


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



Mark Fragoso Date
Business Representative



Thomas O'Mahar Date
President



Edward J. Curly Date
Business Manager and
General Vice President

ALTERNATE WORK SCHEDULE SPECIFIC TO THE CAMPUS STEAM PLANT OPERATORS

Side Letter Agreement

- A. The parties to this Side Letter Agreement are the University of California and International Union of Operating Engineers , Local 501.
- B. The term of this Side Letter Agreement modify Article 7 – Hours of Work in the Local 501 (K5) bargaining unit.

C. GENERAL CONDITIONS.

- a. Plant Operators shall participate in an alternative work schedule. Employees must work eighty (80) hour over a fourteen (14) day period. Each employee shall work three (3), twelve (12) hour shifts per week, and one (1) additional eight (8) hour shift in each biweekly period as scheduled. There will be no rotating shifts.
- b. A work week is a period of time consisting of seven (7) consecutive days. Each employee's work week shall be modified to begin halfway during the eight (8) hour day.

D. TERM OF SIDE LETTER AGREEMENT.

This side letter agreement shall remain in effect during the term of this collective bargaining agreement unless the parties mutually agree to modify its terms or delete it.

FOR THE UNIVERSITY:

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


Daphne Hawkins

3/2/24

Date

FOR THE UNION:

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

 3/2/24
Mark Fragoso
Business Representative

Date

IUOE KS UNIT VIABILITY

COMMITTEE Side Letter Agreement

A. The parties to this Side Letter Agreement are the University of California and International Union of Operating Engineers, Local 501.

B. GENERAL TOPIC TO DISCUSS.

The Union and the University will meet on a quarterly basis to discuss the current staffing levels and contracting out for Facilities Services, Student Recreation Center and Auxiliary Services.

C. TERM OF SIDE LETTER AGREEMENT.

This side letter agreement shall remain in effect during the term of this collective bargaining agreement unless the parties mutually agree to modify its terms or delete it.


FOR THE UNIVERSITY:

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

FOR THE UNION:

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


Daphne Hawkins

 3/2/24
Mark Frago
Business Representative

3/2/2024
Date

Date

PAY FOR FAMILY CARE AND BONDING

Side Letter Agreement

- A. The parties to this Side Letter Agreement are the University of California and International Union of Operating Engineers, Local 501.
- B. The terms of this Side Letter Agreement modify Article 17 – Leaves of Absence in the Local 501 (K5) bargaining unit.

C. GENERAL CONDITIONS.

- 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 (8) workweeks per calendar year that may be available to employees taking Family and Medical Leave (FML) as set forth below. Although Article 17 - 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 D in Article 17 - 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.

D. PFCB PAY CALCULATION.

- 1. The PFCB option provides pay calculated at one hundred percent (100%) of an employee's eligible earnings as defined below.

2. 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 one hundred percent (100%) of the base salary of the full-time equivalent of the employee's regular position.

E. PAY AND BENEFIT CONSIDERATIONS.

1. Accruals and Service Credit

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

2. Taxability and Deductions

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

3. Benefits

Health and welfare benefits deductions will be taken from PFCB in accordance with the employee's benefit elections. Receiving PFCB does not 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.

F. TERM of SIDE LETTER AGREEMENT.

This side letter shall remain in effect during the term of this collective bargaining agreement unless the parties mutually agree to modify its terms or delete it.

FOR THE UNIVERSITY:

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



Daphne Hawkins

Date

3/2/2024

FOR THE UNION:

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


Mark Fragoso
Business Representative

Date

Appendix A: WAGES SCHEDULES
EFFECTIVE FIRST FULL BIWEEKLY PAY PERIOD IN JULY 2023

Trade	1 Step	2 Step	3 Step	4 Step	5 Step	6 Step	7 Step
Assistant Plant Operator	\$37.15	\$37.90	\$38.64	\$39.40	\$40.20	\$41.00	\$41.83
Building Systems Specialist	\$43.45	\$44.31	\$45.20	\$46.09	\$47.02	\$47.95	\$48.93
Carpenter	\$39.69	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.69
Carpenter LD	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Electrician	\$40.16	\$40.96	\$41.76	\$42.58	\$43.45	\$44.32	\$45.22
Electrician LD	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Fire Mechanic	\$40.16	\$40.96	\$41.76	\$42.58	\$43.45	\$44.32	\$45.22
High Voltage Electrician	\$47.91	\$48.87	\$49.85	\$50.85	\$51.87	\$52.89	\$53.95
High Voltage Electrician LD	\$50.78	\$51.80	\$52.84	\$53.89	\$54.97	\$56.07	\$57.20
HVAC Mechanic	\$40.16	\$40.96	\$41.76	\$42.58	\$43.45	\$44.32	\$45.22
HVAC Mechanic LD	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Irrigation Mechanic	\$37.15	\$37.90	\$38.64	\$39.40	\$40.20	\$41.00	\$41.83
Irrigation Mechanic LD	\$39.69	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.69
Locksmith	\$39.69	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.69
Locksmith LD	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Painter	\$37.22	\$37.95	\$38.70	\$39.46	\$40.26	\$41.06	\$41.89
Painter LD	\$39.69	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.69
Physical Plant Specialist	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Plant Operator	\$40.16	\$40.96	\$41.76	\$42.58	\$43.45	\$44.32	\$45.22
Plant Operator LD	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Plumber	\$40.16	\$40.96	\$41.76	\$42.58	\$43.45	\$44.32	\$45.22
Plumber LD	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Refrigeration Mech LD	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Refrigeration Mechanic	\$40.16	\$40.96	\$41.76	\$42.58	\$43.45	\$44.32	\$45.22
Security Access Control	\$40.16	\$40.96	\$41.76	\$42.58	\$43.45	\$44.32	\$45.22
Security Access Control LD	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Sheetmetal Worker	\$39.69	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.69

Sheetmetal Worker LD	\$42.77	\$43.61	\$44.47	\$45.35	\$46.27	\$47.19	\$48.15
Steamfitter Worker	\$41.52	\$42.34	\$43.16	\$44.02	\$44.91	\$45.81	\$46.74
Steamfitter Worker LD	\$44.01	\$44.88	\$45.75	\$46.66	\$47.60	\$48.56	\$49.54
Zone	\$37.15	\$37.90	\$38.64	\$39.40	\$40.20	\$41.00	\$41.83
Zone LD	\$39.11	\$39.90	\$40.67	\$41.48	\$42.32	\$43.17	\$44.03

EFFECTIVE FIRST FULL BIWEEKLY PAY PERIOD IN JULY 2024

Trade	1 Step	2 Step	3 Step	4 Step	5 Step	6 Step	7 Step
Assistant Plant Operator	\$39.01	\$39.80	\$40.57	\$41.37	\$42.21	\$43.05	\$43.92
Building Systems Specialist	\$45.62	\$46.53	\$47.46	\$48.39	\$49.37	\$50.35	\$51.38
Carpenter	\$41.67	\$42.49	\$43.34	\$44.21	\$45.09	\$45.99	\$46.92
Carpenter LD	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Electrician	\$42.17	\$43.01	\$43.85	\$44.71	\$45.62	\$46.54	\$47.48
Electrician LD	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Fire Mechanic	\$42.17	\$43.01	\$43.85	\$44.71	\$45.62	\$46.54	\$47.48
High Voltage Electrician	\$50.31	\$51.31	\$52.34	\$53.39	\$54.46	\$55.53	\$56.65
High Voltage Electrician LD	\$53.32	\$54.39	\$55.48	\$56.58	\$57.72	\$58.87	\$60.06
HVAC Mechanic	\$42.17	\$43.01	\$43.85	\$44.71	\$45.62	\$46.54	\$47.48
HVAC Mechanic LD	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Irrigation Mechanic	\$39.01	\$39.80	\$40.57	\$41.37	\$42.21	\$43.05	\$43.92
Irrigation Mechanic LD	\$41.67	\$42.49	\$43.34	\$44.21	\$45.09	\$45.99	\$46.92
Locksmith	\$41.67	\$42.49	\$43.34	\$44.21	\$45.09	\$45.99	\$46.92
Locksmith LD	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Painter	\$39.08	\$39.85	\$40.64	\$41.43	\$42.27	\$43.11	\$43.98
Painter LD	\$41.67	\$42.49	\$43.34	\$44.21	\$45.09	\$45.99	\$46.92
Physical Plant Specialist	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Plant Operator	\$42.17	\$43.01	\$43.85	\$44.71	\$45.62	\$46.54	\$47.48
Plant Operator LD	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Plumber	\$42.17	\$43.01	\$43.85	\$44.71	\$45.62	\$46.54	\$47.48
Plumber LD	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Refrigeration Mech LD	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Refrigeration Mechanic	\$42.17	\$43.01	\$43.85	\$44.71	\$45.62	\$46.54	\$47.48
Security Access Control	\$42.17	\$43.01	\$43.85	\$44.71	\$45.62	\$46.54	\$47.48
Security Access Control LD	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Sheetmetal Worker	\$41.67	\$42.49	\$43.34	\$44.21	\$45.09	\$45.99	\$46.92

Sheetmetal Worker LD	\$44.91	\$45.79	\$46.69	\$47.62	\$48.58	\$49.55	\$50.56
Steamfitter Worker	\$43.60	\$44.46	\$45.32	\$46.22	\$47.16	\$48.10	\$49.08
Steamfitter Worker LD	\$46.21	\$47.12	\$48.04	\$48.99	\$49.98	\$50.99	\$52.02
Zone	\$39.01	\$39.80	\$40.57	\$41.37	\$42.21	\$43.05	\$43.92
Zone LD	\$41.07	\$41.90	\$42.70	\$43.55	\$44.44	\$45.33	\$46.23

EFFECTIVE FIRST FULL BIWEEKLY PAY PERIOD IN JULY 2025

Trade	1 Step	2 Step	3 Step	4 Step	5 Step	6 Step	7 Step
Assistant Plant Operator	\$40.57	\$41.39	\$42.19	\$43.02	\$43.90	\$44.77	\$45.68
Building Systems Specialist	\$47.44	\$48.39	\$49.36	\$50.33	\$51.34	\$52.36	\$53.44
Carpenter	\$43.34	\$44.19	\$45.07	\$45.98	\$46.89	\$47.83	\$48.80
Carpenter LD	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Electrician	\$43.86	\$44.73	\$45.60	\$46.50	\$47.44	\$48.40	\$49.38
Electrician LD	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Fire Mechanic	\$43.86	\$44.73	\$45.60	\$46.50	\$47.44	\$48.40	\$49.38
High Voltage Electrician	\$52.32	\$53.36	\$54.43	\$55.53	\$56.64	\$57.75	\$58.92
High Voltage Electrician LD	\$55.45	\$56.57	\$57.70	\$58.84	\$60.03	\$61.22	\$62.46
HVAC Mechanic	\$43.86	\$44.73	\$45.60	\$46.50	\$47.44	\$48.40	\$49.38
HVAC Mechanic LD	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Irrigation Mechanic	\$40.57	\$41.39	\$42.19	\$43.02	\$43.90	\$44.77	\$45.68
Irrigation Mechanic LD	\$43.34	\$44.19	\$45.07	\$45.98	\$46.89	\$47.83	\$48.80
Locksmith	\$43.34	\$44.19	\$45.07	\$45.98	\$46.89	\$47.83	\$48.80
Locksmith LD	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Painter	\$40.64	\$41.44	\$42.27	\$43.09	\$43.96	\$44.83	\$45.74
Painter LD	\$43.34	\$44.19	\$45.07	\$45.98	\$46.89	\$47.83	\$48.80
Physical Plant Specialist	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Plant Operator	\$43.86	\$44.73	\$45.60	\$46.50	\$47.44	\$48.40	\$49.38
Plant Operator LD	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Plumber	\$43.86	\$44.73	\$45.60	\$46.50	\$47.44	\$48.40	\$49.38
Plumber LD	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Refrigeration Mech LD	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Refrigeration Mechanic	\$43.86	\$44.73	\$45.60	\$46.50	\$47.44	\$48.40	\$49.38
Security Access Control	\$43.86	\$44.73	\$45.60	\$46.50	\$47.44	\$48.40	\$49.38
Security Access Control LD	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Sheetmetal Worker	\$43.34	\$44.19	\$45.07	\$45.98	\$46.89	\$47.83	\$48.80

Sheetmetal Worker LD	\$46.71	\$47.62	\$48.55	\$49.52	\$50.52	\$51.53	\$52.58
Steamfitter Worker	\$45.34	\$46.24	\$47.13	\$48.07	\$49.05	\$50.02	\$51.04
Steamfitter Worker LD	\$48.06	\$49.00	\$49.96	\$50.95	\$51.98	\$53.03	\$54.10
Zone	\$40.57	\$41.39	\$42.19	\$43.02	\$43.90	\$44.77	\$45.68
Zone LD	\$42.71	\$43.58	\$44.41	\$45.29	\$46.22	\$47.14	\$48.08

EFFECTIVE FIRST FULL BIWEEKLY PAY PERIOD IN JULY 2026

Trade	1 Step	2 Step	3 Step	4 Step	5 Step	6 Step	7 Step
Assistant Plant Operator	\$42.19	\$43.05	\$43.88	\$44.74	\$45.66	\$46.56	\$47.51
Building Systems Specialist	\$49.34	\$50.33	\$51.33	\$52.34	\$53.40	\$54.45	\$55.58
Carpenter	\$45.07	\$45.96	\$46.87	\$47.81	\$48.77	\$49.74	\$50.75
Carpenter LD	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Electrician	\$45.61	\$46.52	\$47.42	\$48.36	\$49.34	\$50.34	\$51.36
Electrician LD	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Fire Mechanic	\$45.61	\$46.52	\$47.42	\$48.36	\$49.34	\$50.34	\$51.36
High Voltage Electrician	\$54.41	\$55.50	\$56.61	\$57.75	\$58.91	\$60.07	\$61.27
High Voltage Electrician LD	\$57.67	\$58.83	\$60.01	\$61.20	\$62.43	\$63.68	\$64.96
HVAC Mechanic	\$45.61	\$46.52	\$47.42	\$48.36	\$49.34	\$50.34	\$51.36
HVAC Mechanic LD	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Irrigation Mechanic	\$42.19	\$43.05	\$43.88	\$44.74	\$45.66	\$46.56	\$47.51
Irrigation Mechanic LD	\$45.07	\$45.96	\$46.87	\$47.81	\$48.77	\$49.74	\$50.75
Locksmith	\$45.07	\$45.96	\$46.87	\$47.81	\$48.77	\$49.74	\$50.75
Locksmith LD	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Painter	\$42.27	\$43.10	\$43.96	\$44.81	\$45.72	\$46.62	\$47.57
Painter LD	\$45.07	\$45.96	\$46.87	\$47.81	\$48.77	\$49.74	\$50.75
Physical Plant Specialist	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Plant Operator	\$45.61	\$46.52	\$47.42	\$48.36	\$49.34	\$50.34	\$51.36
Plant Operator LD	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Plumber	\$45.61	\$46.52	\$47.42	\$48.36	\$49.34	\$50.34	\$51.36
Plumber LD	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Refrigeration Mech LD	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Refrigeration Mechanic	\$45.61	\$46.52	\$47.42	\$48.36	\$49.34	\$50.34	\$51.36
Security Access Control	\$45.61	\$46.52	\$47.42	\$48.36	\$49.34	\$50.34	\$51.36
Security Access Control LD	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Sheetmetal Worker	\$45.07	\$45.96	\$46.87	\$47.81	\$48.77	\$49.74	\$50.75

Sheetmetal Worker LD	\$48.58	\$49.52	\$50.50	\$51.50	\$52.54	\$53.60	\$54.68
Steamfitter Worker	\$47.15	\$48.09	\$49.02	\$49.99	\$51.00	\$52.02	\$53.08
Steamfitter Worker LD	\$49.98	\$50.97	\$51.96	\$52.99	\$54.06	\$55.15	\$56.26
Zone	\$42.19	\$43.05	\$43.88	\$44.74	\$45.66	\$46.56	\$47.51
Zone LD	\$44.42	\$45.32	\$46.19	\$47.10	\$48.07	\$49.03	\$50.00

Appendix B.: Working Titles

UCR SKILLED CRAFTS

<u>Job Code</u>	<u>Job Title</u>
5322	Assistant Plant Operator
8206	Building Systems Specialist
8110	Carpenter
8109	Carpenter LD
8138	Electrician
8137	Electrician LD
5317	Fire Mechanic
8154	High Voltage Electrician
7783	High Voltage Electrician LD
8185	HVAC Mechanic
8184	HVAC Mechanic LD
8102	Irrigation Mechanic
8101	Irrigation Mechanic LD
8266	Locksmith
8265	Locksmith LD
8106	Painter
8105	Painter LD
8175	Physical Plant Specialist
5321	Plant Operator
5320	Plant Operator LD
8258	Plumber
8257	Plumber LD
8227	Refrigeration Mechanic
8254	Refrigeration Mechanic LD
5319	Security Access Control
5318	Security Access Control LD
8126	Sheetmetal Worker
8125	Sheetmetal Worker LD
8193	Steamfitter
8192	Steamfitter LD
5316	Zone Mechanic
8219	Zone Mechanic LD

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