

**The University of California
and
The International Union, United
Automobile, Aerospace and
Agricultural Implement Workers of
America (UAW)
for
Academic Researchers (RA)**

**October 31, 2022 – September 30,
2027**

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ARTICLE 1 RECOGNITION

- A.** This Memorandum of Understanding, hereinafter referred to as the “Agreement”, is entered into by and between The Regents of the University of California, a corporation hereinafter referred to as the “University”, or “UC”, or “management”, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 5810, hereinafter referred to as the “UAW” or the “union”.
- B.** The University recognizes the UAW, as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all Academic Researchers in the titles listed below. This recognition is in accordance with the Stipulated Settlement Agreement made between the parties on March 22, 2019, the Public Employment Relations Board’s (PERB’s) March 27, 2019 certification that UAW 5810 evidenced majority support sufficient to meet the requirements of PERB regulation 50130(b), and the University’s Recognition Letter of April 1, 2019, in PERB case SF-RR-1000-H.

Title Code	Title Name
001987	RES-FY-B/E/E
001988	ASSOC RES-FY-B/E/E
001989	ASST RES-FY-B/E/E
001997	RES-FY-B/E/E NEX
001998	ASSOC RES-FY-B/E/E NEX
001999	ASST RES-FY-B/E/E NEX
003170	RES-FY NEX
003180	ASSOC RES-FY NEX
003190	ASST RES-FY NEX
003200	RES-FY

003210	ASSOC RES-FY
003220	ASST RES-FY
003300	SPECIALIST
003301	SPECIALIST NEX
003310	ASSOC SPECIALIST
003311	ASSOC SPECIALIST NEX
003320	ASST SPECIALIST
003321	ASST SPECIALIST NEX
003329	JR SPECIALIST NEX
003330	JR SPECIALIST
003390	PROJ SCIENTIST-FY
003391	PROJ SCIENTIST-FY-B/E/E
003392	ASSOC PROJ SCIENTIST-FY
003393	ASSOC PROJ SCIENTIST-FY-B/E/E
003394	ASST PROJ SCIENTIST-FY
003395	ASST PROJ SCIENTIST-FY-B/E/E
003490	PROJ SCIENTIST-FY NEX
003491	PROJ SCIENTIST-FY-B/E/E NEX
003492	ASSOC PROJ SCIENTIST-FY NEX
003493	ASSOC PROJ SCNTST-FY-B/E/E NEX

003494	ASST PROJ SCIENTIST-FY NEX
003495	ASST PROJ SCNTST-FY-B/E/E NEX
003558	COORD PUBLIC PROG
003560	ASSOC COORD PUBLIC PROG
003562	ASST COORD PUBLIC PROG

- C.** These recognitions exclude Academic Researchers in the titles listed above who are defined by HEERA as managerial, supervisory and/or confidential or whose principal place of employment is outside of the State of California at a worksite with 100 or fewer employees.
- D.** The parties may agree to modify the recognized unit pursuant to the rules and regulations of the Public Employment Relations Board (PERB).

ARTICLE 2 APPOINTMENTS

A. GENERAL PROVISION

The provisions of this article apply to Academic Researchers to whom the University has made a written offer of employment, who have accepted such offer in writing, and who have complied with all requirements stipulated in that formal offer letter and any subsequent formal communications between the University and the incoming Academic Researcher. These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, and the timely submission of all documents required by the University to process a request for work authorization.

B. WORK AUTHORIZATION

1. The University shall process work authorization paperwork promptly; however the University shall not be responsible for any actions, failures, errors, or decisions of the external agencies;
2. Further, the University shall not be held responsible if any of the following occurs:
 - a. the applicant or Academic Researcher is ineligible for work authorization; or
 - b. if the applicant or Academic Researcher makes submission or omission errors.
3. Reappointed Academic Researchers
 - a. The University will not be responsible for delays in work authorization unless the Academic Researcher demonstrates all of the following:
 - 1) The University failed to send necessary paperwork to the appropriate external agencies according to the University's timelines, and
 - 2) There was a resulting delay in the effective date of the Academic Researcher's reappointment, and
 - 3) The Academic Researcher demonstrates that they made reasonable efforts to follow up with the appropriate University office(s) to ensure the timely processing of their work authorization paperwork.

- b. Any remedy will be calculated in reference only to the pay lost during the period of time the University was solely responsible for the delay.

B. NOTICE OF APPOINTMENT

1. As soon as practicable, but no later than seven (7) calendar days following the start of the appointment, the University shall provide an Academic Researcher a written notice of appointment/reappointment. The appointment notice shall include:
 - a. Job title;
 - b. Appointment percentage;
 - c. Supervisor's name;
 - d. Department or academic/researcher unit;
 - e. Anticipated place of employment (location of worksite – e.g., main campus, remote location, medical center);
 - f. A brief description of the anticipated research project(s);
 - g. Salary;
 - h. A summary of benefits including eligibility for participation in UC health and wellness benefits and the University of California Retirement Plan, as well as the requisite enrollment information;
 - i. A statement that the Academic Researcher is exclusively represented by the UAW, and the website address for the Union and the Agreement;
 - j. Name of a person to contact for information regarding the appointment (with contact information); and
 - k. Links to the applicable collective bargaining agreement article(s) and campus guidelines and procedures for merits and promotions.
2. Campuses may provide additional information in appointment letters.
3. A sample appointment letter is appended to this Agreement as Appendix C.
4. Informal communications between a UC faculty member and a potential Academic Researcher do not constitute a formal appointment offer.

ARTICLE 3 BENEFITS AND RETIREMENT PROGRAMS

A. GENERAL CONDITIONS

1. Eligible Academic Researchers may participate in the retirement, medical, dental, housing programs, and other benefit programs generally available to other eligible non-represented non-faculty academic employees at the University.
2. Academic Researchers shall pay costs in excess of University contributions, and employee costs for plans to which the University does not contribute, normally through payroll deduction.
3. Enrollment for health and welfare plans for new or newly eligible Academic Researchers must take place no later than thirty-one (31) calendar days after the initial date of hire during the Period of Initial Enrollment (PIE).
4. Enrollment for UCRP Choice for new or newly eligible Academic Researchers must take place no later than ninety (90) calendar days after the initial date of hire during the Period of Initial Enrollment (PIE).
5. The University may, at its option during the term of this Agreement, alter in any way its health and welfare programs, including the retiree health benefit program, retirement system plans, and/or other benefits. Such alterations include, but are not limited to, adding new program or plan benefits, altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established plans or programs. The University may not require employee contributions to the UCRP which exceed the amounts in Section C.4, nor may the University reduce the UCRP retirement benefits formula of Academic Researchers, without meeting and conferring with the Union.
 - a. If the University alters the health and welfare programs, retirement system plans benefits, or other benefits, the alterations will apply to eligible Academic Researchers in the same manner as they apply to eligible non-represented non-faculty academic employees at the same campus.
 - b. The University shall provide written notice and shall meet and confer with the Union prior to implementation if any of the following circumstances are met:
 - 1) proposed alterations that only affect Academic Researchers;

- 2) establishment of an additional new pension plan or tier;
 - 3) reduction of Health and Welfare benefits in a manner that disproportionately impacts benefits eligible part-time bargaining unit members;
- c. If the Union does not request to meet and confer within thirty (30) calendar days of receiving notice regarding alterations arising pursuant to Section A.4. above, the University may implement the proposed changes for Academic Researchers.

B. HEALTH AND WELFARE

The University's annual Open Enrollment is a period in which eligible employees may elect to change health and welfare plans or coverage options. This process affords employees the opportunity to choose among plans due to changes in employee circumstances, coverage and costs of each plan, and plan availability, which may change from year to year.

C. RETIREMENT PLANS

1. Retirement Plans

The University maintains several retirement and savings plans for eligible University employees. Currently, such plans include but are not limited to, the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DCP) and 457 (b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS).

2. Retirement Choice Program

The Retirement Choice Program (Pension Choice and Savings Choice) will apply to all eligible Academic Researchers hired, rehired following a break in service, or who become UCRP eligible on or after the date of ratification on the same terms as applied to non-represented non-faculty academic employees.

3. Eligibility

- a. Academic Researchers who meet the criteria for pension eligibility, as defined in the plan documents and regulations, may participate in the UCRS.
- b. New eligible Academic Researchers hired on or after the date of ratification may participate in the University's Choice Program by choosing one of the following:
 - 1) Pension (defined benefit plan); or

2) Choice (defined contribution plan).

4. Academic Researcher Contribution Rates

- a. All Academic Researchers that are members of the 1976 Tier contribute at a rate of 8% of covered compensation (minus \$19) per month.
- b. All Academic Researchers that are members of the 2013 Tier contribute at the rate of 7% of covered compensation.
- c. All Academic Researchers that are members of the Choice Program contribute at the same rate as the 2013 Tier.
- d. Changes to employee contributions during the term of this Agreement shall be made pursuant to Section A.4. above.

5. Retiree Health Eligibility

Any Academic Researcher hired or rehired following a break in service, or who becomes UCRP eligible after ratification will be subject to the new Graduated Retiree Health Program Eligibility (graduated eligibility beginning at age 56 with 10 years of service credit), as shown in Appendix F.

D. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of University benefits can be found at: <https://ucnet.universityofcalifornia.edu/compensation-and-benefits/health-plans/index.html>. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable Plan Documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

E. HOUSING PROGRAMS

A broad set of housing programs are available on the campuses. These programs include faculty rental housing, mortgage assistance programs, faculty home loan programs, housing allowance, short-term housing loan programs, salary differential housing allowance, and housing for sale on University land. The eligibility and availability of each of these programs vary substantially from campus to campus and are in accordance with local rules and procedures. Specific eligibility and benefits are governed entirely by the terms of the applicable campus plan.

ARTICLE 4 COMPENSATION

A. GENERAL PROVISIONS

1. Any and all compensation increases provided to Academic Researchers for the duration of this Agreement are provided for in this Article.
2. Academic Researcher Systemwide Salary Scales
The Academic Researcher Systemwide Salary Scales below are posted on the Academic Personnel Salaries website at:
<http://www.ucop.edu/academic-personnel-programs/compensation/index.html>:
 - a. Salary Scale Tables 24-B and 24-B(N) apply to the Specialist series.
 - b. Salary Scale Tables 37-B, 37-B(N), 38-B, and 38-B(N) apply to the Project Scientist series.
 - c. Salary Scale Tables 13-B, 13-B(N), 14-B, and 14-B(N) apply to the Professional Researcher series.
 - d. Salary Scale Tables 30-B and 30-B(N) apply to the Coordinator of Public Programs series.
3. Campuses may maintain local Academic Researcher Salary Scales as long as the minimum rates on the Academic Researcher Systemwide Salary Scales are met.
4. The University is not precluded from providing compensation to Academic Researchers at rates above those required in this Agreement by providing an off-scale salary component.
 - a. Any Academic Researchers with an off-scale salary component within established salary scales at the time of a general scale adjustment will receive the same dollar increase in salary as those of the same title, rank and step on the applicable salary scale.
 - b. At the time of a general range adjustment, the University is not precluded from providing an increase to the off-scale salary component.
5. Provisions for Merit increases shall follow the provisions referenced in Articles 5, 21, 22, and 26 for the title series: Specialists, Project Scientists, Professional Researchers, and Coordinators of Public Programs.

B. ELIGIBILITY

1. To be eligible for the general range adjustments described in this Article, monthly paid Academic Researchers must be appointed and on payroll status on July 1. Bi-weekly paid Academic Researchers must be appointed and on payroll status on the first day of the first full bi-weekly pay period commencing on or after July 1.

C. GENERAL RANGE ADJUSTMENTS

1. Effective July 1, 2023, the University shall increase Academic Researcher Salary Scales by four and one half percent (4.5%) in accordance with Section B. above. The hourly Salary Scale for bi-weekly paid Academic Researchers shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.
2. Effective July 1, 2024, the University shall increase Academic Researcher Salary Scales by three and one half percent (3.5%) in accordance with Section B. above. The hourly Salary Scale for bi-weekly paid Academic Researchers shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.
3. Effective July 1, 2025, the University shall increase Academic Researcher Salary Scales by three and one half percent (3.5%) in accordance with Section B. above. The hourly Salary Scale for bi-weekly paid Academic Researchers shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.
4. Effective July 1, 2026, the University shall increase Academic Researcher Salary Scales by three and one half percent (3.5%) in accordance with Section B. above. The hourly Salary Scale for bi-weekly paid Academic Researchers shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.
5. Effective July 1, 2027, the University shall increase Academic Researcher Salary Scales by four percent (4.0%) in accordance with Section B. above. The hourly Salary Scale for bi-weekly paid Academic Researchers shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.

ARTICLE 5

COORDINATOR OF PUBLIC PROGRAMS SERIES

A. GENERAL PROVISIONS

1. Definition

Titles in the Coordinator of Public Programs series are assigned to those appointees who have overall responsibility for programs that serve the public need in the areas of education (at all levels), health, and labor issues. They represent the University in serving the public of California, and the nation, as professional adult educators, teachers, program leaders, and planners. Their duties may include, but are not limited, to:

- a. Designing, leading, planning, implementing, and evaluating University programs of classes, conferences, institutes and seminars, discussion groups, exhibits, lectures and teaching materials;
- b. Extending the intellectual resources of the University to address education, health, and labor issues at all levels from pre-school through graduate students and their teachers in both formal and out-of-school settings, through engagement and collaboration;
- c. Participating with academic and community partners in developing programs focused explicitly on increasing opportunities and also increasing access to opportunities for underrepresented and under-resourced communities.

The title is used primarily to reflect programs on the Berkeley campus at the Lawrence Hall of Science, the Graduate School of Education, and the School of Public Health and on the Los Angeles campus at the Labor Center. Other University schools, departments, or units may use this title as deemed appropriate by their campus Academic Personnel Office.

2. University's Academic and Management Rights

- a. The University shall have the sole, non-grievable discretion to determine promotions, merit increases, and non-reappointments, per Article 13 - Management and Academic Rights.
- b. Academic judgment is not subject to grievance or arbitral review. As such, an arbitrator shall not have the authority to substitute their judgment for the University's judgment regarding the Coordinator of Public Programs' performance or qualifications, nor shall the

arbitrator have the authority to order the University to provide a merit increase or promotion. If the arbitrator finds a procedural violation, the arbitrator's authority shall be limited solely to ordering the University to repeat the review from the point at which the violation occurred.

3. Pursuant to local guidelines and procedures, appointees in the Coordinator of Public Programs series may be eligible to be considered for exceptional Principal Investigator/Co-Principal Investigator status.

B. RANKS AND STEPS

1. General Conditions

- a. The following ranks and steps apply to the Coordinator of Public Programs series:

- 1) Assistant Coordinator of Public Programs, Step I-VI – Appointees to the Assistant rank should possess a master's degree (or equivalent degree) or a bachelor's degree and equivalent work experience.
- 2) Associate Coordinator of Public Programs, Step I-V – Appointees to the Associate rank should possess a master's degree (or equivalent degree) and five years of experience, or a bachelor's degree and equivalent work experience.
- 3) Coordinator of Public Programs (for purposes of this Article, referred to as "Full"), Step I-IX – Appointees to the Full rank should possess a doctorate degree (or equivalent degree) or a master's degree and five to ten years of work experience.

2. Normative Time at Each Step

The normal time at each step within the Assistant and Associate Coordinator of Public Programs rank is two years. Within the Full Coordinator of Public Programs rank normal time at Steps I-VIII is three years. Time at Full Coordinator of Public Programs, Step IX is four years, but may be for an indefinite time.

For initial appointments that begin mid-cycle, the time for the first review period may be more or less than the normative time above. See Section D.1.b below regarding review schedules.

C. TERM OF APPOINTMENT

1. Appointment Length

- a. An appointment in the Coordinator of Public Programs series shall normally have a specified ending date and appointment percentage, and the appointment shall terminate on the specified ending date without any further action.
- b. Initial Appointments
 - 1) First Appointment

The Coordinator of Public Programs' first appointment shall be for a minimum of one-year, provided that there is work, programmatic need, and appropriate funding. In making initial appointments, the determination of work, programmatic need, and appropriate funding are within the University's sole discretion, per Article 13 - Management and Academic Rights.
 - 2) Reappointments Before First Merit Review

All reappointments before the Coordinator of Public Programs' first merit review shall be for a minimum of one-year terms. In the event of a change in programmatic need in the lab/hiring unit, lack of work, or lack of appropriate funding, prior to the end of the appointment, the University shall follow Article 11 - Layoff and Reduction in Time.
- c. Reappointments After First Merit Review
 - 1) Once the Coordinator of Public Programs has undergone their first merit review, if they are reappointed, they will be reappointed for a term equivalent to at least the normative period of review for their rank and step, as described in this article.
 - 2) A Coordinator of Public Programs at steps with no normative time must be reviewed at least every five (5) years. Following the review, such a Coordinator of Public Programs shall be reappointed for a minimum of three (3) years which may be followed by a subsequent two (2) year appointment to bring the Coordinator of Public Programs to the next five (5) year review.
- d. Campuses are not prohibited from providing longer-term appointments. A longer-term appointment may be appropriate to sync up the Coordinator of Public Programs' term appointment with

the merit review cycle.

2. The supervisor shall ensure that the overall effort expected of the Coordinator of Public Programs is commensurate with the appointment percentage.
3. When a Coordinator of Public Programs simultaneously holds a University teaching appointment or other University position, the sum of all University appointments shall not exceed one-hundred percent (100%).

4. Non-Reappointment

- a. Appointments of Less Than 50 Percent Time: The University is not obligated to give written notice of non-reappointment to Coordinators of Public Programs who hold appointments at less than 50 percent time or short-term appointments of less than a year.
- b. Appointments of More Than 50 Percent Time With Fewer Than Eight Consecutive Years of Service: For Coordinators of Public Programs who have served fewer than eight consecutive years in the Coordinator of Public Programs series on a campus, the appointment terminates automatically on its specified ending date unless notice of reappointment is given. It is within the University's sole discretion not to reappoint a Coordinator of Public Programs under this section, so long as the reasons for non-reappointment are not unlawful or in violation of this Agreement.
- c. Appointments of More Than 50 Percent With Eight or More Consecutive Years of Service: The University may decide not to renew a Coordinator of Public Programs who has served at least 50 percent time for eight or more consecutive years in the Coordinator of Public Programs series on the same campus when the programmatic needs of the lab/hiring unit, lack of work, the availability of appropriate funding for the position, or the Coordinator of Public Programs' conduct or performance do not justify renewal of the appointment.

- 1) In the case of non-reappointment, the University shall provide a written Notice of Intent not to reappoint the Coordinator of Public Programs at least sixty (60) days prior to the appointment's specified ending date. Either the appointment shall be extended to provide the required notice, or appropriate pay in lieu of notice shall be given. The University shall provide a simultaneous copy to the Union. The Notice shall state:

- a) the intended action is not to reappoint the Coordinator of Public Programs and the proposed effective date;
 - b) the basis for non-reappointment, including a copy of any materials supporting the decision not to reappoint;
 - c) the Coordinator of Public Programs' right to respond either orally or in writing within fourteen (14) calendar days of the date of issuance of the written Notice of Intent; and
 - d) the name of the person to whom the Coordinator of Public Programs should respond.
- 2) The Coordinator of Public Programs who receives a written Notice of Intent shall be entitled to respond, either orally or in writing, within fourteen (14) calendar days of the date of issuance of the written Notice of Intent. The response, if any, shall be reviewed by the administration.
 - 3) If the University decides not to reappoint the Coordinator of Public Programs who holds a term appointment, following the review of a timely response, if any, from the Coordinator of Public Programs, and within thirty (30) calendar days of the date of issuance of the written Notice of Intent, the University shall issue a written Notice of Action to the Coordinator of Public Programs and the Union of the non-reappointment and its effective date.

D. MERIT AND PROMOTION REVIEW PROCESS

1. General Conditions

- a. When Coordinators of Public Programs are eligible for merit increases and promotions, such increases and promotions are based on academic attainment, experience, and performance, and are not automatic.
- b. Coordinators of Public Programs eligible for review shall receive written notification in accordance with local campus procedures and at least six (6) weeks before materials are due. This notification shall include:
 - 1) A list of materials the Coordinator of Public Programs is

- responsible for providing and how they should be submitted;
- 2) The date by which the Coordinator of Public Programs must submit all required materials;
 - 3) Links to the applicable collective bargaining agreement article(s) and campus guidelines and procedures for merits and promotions; and
 - 4) A statement of the date by which the merit increase or promotion in question shall be effective.
- c. A Coordinator of Public Programs may request an extension of the Section D.1.b.2 review deadlines due to a leave of absence taken under Article 12 - Leaves of Absence or Article 34 - Work-Incurred Injury or Illness. Such requests shall not be unreasonably denied.
 - d. The effective date of merit increases and promotions as a result of the review process will normally be July 1 of the current review cycle or the date listed in the notice pursuant to D.1.b.4. If an approval decision is made after the effective date, the merit increase or promotion will be retroactive to the effective date listed in the notice pursuant to D.1.b.4.
 - e. Consistent with this Agreement, decisions to grant or not grant a merit increase or promotion to individual Coordinators of Public Programs are at the sole discretion of the University. In the event a Coordinator of Public Programs is not awarded a merit increase or promotion following a review, the University shall include an explanation for its decision that shall accompany the review determination.
 - f. The University is not precluded from granting merit increases of greater than a one-step increase.
 - g. A Coordinator of Public Programs may request to review their academic review file in accordance with the provisions of APM-160 that are applicable to them.
 - h. At the University's sole discretion, the University may apply a search exemption for an internal hire/change in series from the Coordinator of Public Programs series to Professional Researchers series, Project Scientist series, or Specialist series, if the appointment is in the same lab/unit or equivalent.

2. Review Period

- a. A Coordinator of Public Programs with an initial date of appointment between July 1 and January 1 shall be reviewed as follows:
 - 1) Assistant and Associate Coordinators of Public Programs shall be reviewed every two years, however promotion to the next rank is not automatic. Someone at Step VI of the Assistant rank and Step V of the Associate rank may remain at those steps for an indefinite period of time.
 - 2) Full Coordinators of Public Programs shall be reviewed every three years, except for Step IX, which shall be reviewed every four years. Promotion to the Full rank will be reserved for appointees who have responsibilities for the vision, leadership, and executive management of major programs, including, but not limited to (1) identifying and securing necessary funding; and (2) the successful promotion of the program on a regional, national, or international level.
- b. The review schedule for a Coordinator of Public Programs with an initial date of appointment between January 2 and June 30 will not commence until July 1 of that year. On July 1 of that year, the review schedules in Section D.2.a shall apply.
- c. An off-cycle review is one that takes place earlier than the standard review (as defined above).
 - 1) A Coordinator of Public Programs may request an off-cycle review. The reasons for the off-cycle review must be in writing and the proposed accelerated advancement must be submitted for written approval (or denial) to the designated University official, per campus guidelines and procedures.
 - 2) It is the University's sole discretion to determine whether to conduct the off-cycle review.
 - 3) The review file will be prepared in accordance with campus guidelines and procedures.
- d. Coordinators of Public Programs may request to defer their review, in accordance with local procedures. A deferred review is the omission of an academic review during a year when a review would normally take place. It is a neutral action that can only be initiated with the written request of the candidate.
 - 1) A review may be deferred if prolonged absence or other unusual circumstances have resulted in insufficient evidence

to evaluate performance. Reasons for review deferral must be in writing and all proposed deferrals must be submitted for written approval (or denial) to the designated University official. It is the University's sole discretion to determine review deferrals.

- 2) When a deferral takes place, the review is deferred for one year whether a person's review cycle is 2 or 3 years. A request for a deferral for an additional year should be regarded as a new request and thus subject to the same approval process described in D.2.d.1 above. After the completion of a review which has been deferred, the review cycle will resume anew at the 2- or 3-year interval. Work conducted during the extended review period shall be reviewed as though it were completed in the normal period.
- 3) If the delay in review has occurred because of lagging performance, evidence of deficient performance must be documented and a remedial plan shall be put in place to address the concerns that contribute to diminished achievement.
- 4) Every Coordinator of Public Programs must be reviewed at least every five years.

3. Evaluation Criteria

- a. A candidate for advancement in the Coordinators of Public Programs series is evaluated on their demonstrated abilities to: (1) assess the needs of clientele groups, and have the creativity and imagination to plan programs to meet these needs; (2) effectively design, organize, implement, evaluate, and revise programs; and (3) lead and administer programs, including the development of funding sources and budget management.
- b. A candidate for a merit increase or promotion in this series shall be evaluated on the basis of the following criteria:
 - 1) Meritorious performance, defined as the individual's specific accomplishments. Evidence may include one or more of the following:
 - a) Letters from collaborators or principal investigators documenting that work performed by the Coordinators of Public Programs contributed to success of a

program;

- b) Recognized expertise, including formal documentation of intellectual effort, presentation of research at regional/national meetings, and/or invitations to participate in projects;
 - c) Documentation of effective planning and execution of programs;
 - d) Active dissemination of information through presentations or other means stemming from the Coordinator of Public Programs' work.
 - 2) Professional Competence and Activity, defined as contributions to the profession and a set of knowledge, skills, and abilities developed over time that enable the individual to do excellent work. Evidence of professional competence and activity may include:
 - a) Serving in a leadership position that promotes the field;
 - b) Serving as an officer or committee member in a professional association;
 - c) Serving as an adviser to other projects; and
 - d) Contributing expertise to a local/state/national group or activity.
 - 3) Public Service to such entities as local schools or pre-schools, school districts, community organizations, government agencies, etc.
- c. Promotions are based on advanced levels of leadership and increased or advanced levels of administrative responsibility.
 - d. In evaluating an individual's qualifications within the areas mentioned above, reasonable flexibility should be used to balance, where the case requires it, heavier commitments and responsibilities in one area against lighter commitments and responsibilities in another. Expectations increase as Coordinators of Public Programs advance through the higher ranks and steps.
 - e. Advancement to Above-Scale
 - 1) Advancement to Above-Scale status involves an overall career review and is reserved for only the most highly

distinguished Coordinators of Public Programs whose:

- a) work of sustained and continuing excellence has attained national and international recognition and broad acclaim reflective of its significant impact;
 - b) professional achievement is outstanding; and
 - c) service is highly meritorious.
- 2) Advancement requires demonstration of additional merit and distinction beyond the performance on which advancement to Full, Step IX was based. Except in rare and compelling cases, advancement will not occur in less than four years at Step IX; mere length of service and continued performance at Step IX is not justification for further advancement.
 - 3) A further merit increase for an individual already serving at Above-Scale salary level must be justified by new evidence of distinguished achievement; continued performance is not an adequate justification. Only in the most superior cases with strong and compelling evidence will a further increase be approved at an interval shorter than four years.

4. Merit and Promotion Guidelines and Procedures

- a. The UAW shall be provided the applicable campus merit and promotion guidelines and procedures as they exist or as they are developed. Links to current campus guidelines and procedures may be found in Appendix B of this agreement.
- b. The University may change campus merit and promotion guidelines and departmental review procedures according to the normal campus processes for revising such guidelines and procedures.
 - 1) The University shall provide to the UAW proposed changes to campus merit and promotion guidelines at least thirty (30) calendar days prior to finalization. The University will begin to apply changed guidelines to individual Coordinator of Public Program only with the beginning of the Coordinator of Public Programs' merit review cycle.

ARTICLE 6

CORRECTIVE ACTION AND DISMISSAL

A. GENERAL PROVISIONS

1. The University may engage in corrective action or dismiss an Academic Researcher for reasons including, but not limited to, misconduct, unsatisfactory work performance, violation of University policy or procedure, or dereliction of duty. Corrective action or dismissal shall be based on just cause.

2. Corrective Action Definitions

Corrective action is a written warning, written censure, suspension without pay, reduction in salary, or demotion for just cause.

- a. A written warning is a communication that informs the Academic Researcher of the nature of the misconduct or deficiency, the method of correction, and the probable consequence of continued misconduct or deficiency. A written warning is to be distinguished from an informal spoken warning.
- b. A written censure is a formal written expression of institutional rebuke which contains a description of the censured conduct. A written censure must be delivered to the recipient and a copy must be maintained in a designated file or files, or for the period of time specified in the writing.
- c. A suspension is debarment without pay from appointment responsibilities for a stated period of time. Unless otherwise noted, the terms of a suspension will include loss of normal employee privileges such as access to University property and parking and library privileges.
- d. A reduction in salary is a reduction to a lower salary without a change in rank or step. The amount and duration of the reduced salary shall be specified.
- e. A demotion is a reduction to a lower rank or step with a corresponding reduction in salary.
- f. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable.

3. The University may take other corrective actions consistent with extramural funding agency requirements.
4. Dismissal Definition
 - a. Dismissal is the termination of an appointment for just cause initiated by the University prior to the ending date of appointment.

B. INVESTIGATORY LEAVE

1. Investigatory leave is not a form of corrective action.
2. The University may place an Academic Researcher on immediate investigatory leave with pay, without prior written notice, for the purpose of reviewing or investigating charges of misconduct or dereliction of duty, which warrant removing the Academic Researcher from University premises.
3. The investigatory leave shall be documented in writing after it is instituted and the University shall provide the written confirmation to the Academic Researcher and the UAW, no later than three business days after the leave begins.
4. Violation of terms of the Investigatory Leave could create independent grounds for dismissal.

C. RECORDS OF CORRECTIVE ACTION

A copy of the corrective action shall be placed in the Academic Researcher's personnel file. The corrective action shall be included in any advancement review file in which the review period includes the conduct or performance at issue.

D. NOTICE OF INTENT

1. The University shall provide a written notice of intent to the Academic Researcher prior to initiating the actions of suspension without pay, reduction in salary, demotion, or dismissal. The notice of intent may be delivered to the Academic Researcher either in person, via email, or by placing the notice in the U.S. Mail, first class postage paid, addressed to the Academic Researcher at their last known address. Whether delivery is made in person, by email or by U.S. mail, the notice of intent shall contain a statement of delivery, email, or mailing indicating the date on which the notice of intent was personally delivered, emailed or deposited in the U.S.

mail. Such date of personal delivery or deposit in the U.S. Mail, shall be presumed to be the date of issuance of the notice of intent. The University shall send a copy of the notice of intent to the UAW.

2. The notice of intent shall state:
 - a. the intended action, reasons for the action, and the proposed effective date;
 - b. the basis for the intended action, including copies of pertinent materials supporting the intended action;
 - c. the Academic Researcher's right to respond either orally or in writing within fifteen (15) calendar days of the date of issuance of the written Notice of Intent;
 - d. the name of the person to whom the Academic Researcher should respond; and
 - e. the Academic Researcher's right of representation, including representation by a union representative.

E. RESPONSE TO WRITTEN NOTICE OF INTENT

The Academic Researcher shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within fifteen (15) calendar days from the date of the issuance of such notice of intent in accordance with instructions given by the University in the written notice of intent provided to the Academic Researcher. An Academic Researcher's representative may respond to the Notice of Intent on behalf of the Academic Researcher. The University shall review any timely responses received.

F. NOTICE OF ACTION

If the University determines to institute the corrective action or dismissal after reviewing a timely response, if any, the University shall issue a written notice of action to the Academic Researcher.

1. Such notice shall specify the corrective action or dismissal action taken and its effective date, and the right to appeal the action in accordance with Article 7 - Grievance and Arbitration Procedures. The notice of action may not include an action more severe than that described in the notice of intent. The University shall send a copy of the notice to the Union.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURES

A. GENERAL PROVISIONS

1. Representation

A grievant shall have the right to be represented at all steps of the grievance procedures by a UAW representative, or any other one (1) person of the grievant's choice other than a University employee who has been designated as supervisory, managerial, or confidential. In the event that more than one (1) representative attends a meeting in the grievance process, it is expressly understood there shall be only one Union spokesperson.

2. Settlements not precedential

Resolution of the grievance at any step of the grievance or arbitration procedures, although final, shall not be precedent-setting.

3. Settlement offers not admissible

Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.

4. Grievance and arbitration file separate from personnel file

Materials generated as a result of the filing of a grievance or arbitration, including the grievance form, shall be maintained by the University in a file separate from the Academic Researcher's personnel file.

5. Attendance

Attendance at the Step meetings held pursuant to Section D are limited to the grievant(s), the grievant's representative, if any, and one other individual from UAW. Advance requests for additional attendees to present directly relevant information pertaining to the grievance shall not be unreasonably denied.

B. FILING GRIEVANCES

1. Filing Status

A grievance is a claim by an individual Academic Researcher, a group of Academic Researchers, or UAW, that the University has violated a specific provision of this Agreement during the term of this Agreement.

2. Individual grievance

An individual grievance is defined as a grievance the UAW files on behalf of an individual employee. An individual grievance must be so designated on the grievance form at Step 2 and signed by the grievant or their representative. The grievant or their representative may sign the grievance form electronically.

3. Group grievance

A group grievance is defined as a grievance that covers more than one employee, and that involves like circumstances and facts. A group grievance must be so designated on the grievance form at Step 2, and all employees covered by the grievance or their representative must sign the grievance form (Appendix G) at the time of filing of the Step 2 grievance. The grievants or their representative may sign the grievance form electronically. If an employee wishes to withdraw from a group grievance represented by UAW, the employee shall notify UAW. UAW shall in turn notify the University in writing if the employee is to be withdrawn.

4. Union grievance

A union grievance is defined as a grievance the UAW files on behalf of itself. A union grievance must be so designated on the grievance form at Step 2.

5. Consolidation of grievances

Grievances related to two (2) or more Academic Researchers may be consolidated by written agreement of the University and UAW.

6. Proper filing of grievances and appeals

a. Method of filing used by UAW

All grievances and appeals must be in writing and submitted to the designated campus and/or medical center labor relations office at the location where the alleged violation occurred. All grievances and appeals must be filed on the Academic Researcher grievance form (Appendix G). Grievances may be submitted via email. Upon request, the University shall inform the Union which department or hiring unit is assigned to which local labor relations office.

1). Email Filing

- a) Emailed grievances must be received by the appropriate office designated to receive the grievance or appeal. If the date and time on the electronic transmission falls outside the University business

hours, the following business day shall constitute the official date of receipt. Any attachments must be in PDF format or similar electronic document format.

- b) Each campus/medical center labor relations office shall notify the Union of the email address where grievances and appeals may be electronically filed.
- c) Filing at the Office of the President may be sent by email to appealagrievance@ucop.edu. The Office of the President shall acknowledge the Union's grievance filing through a computer-generated, automatic email response.
- d) The University shall acknowledge the Union's grievance filing through an automatic email response. If the Union does not receive a confirmation email within 30 minutes of the time of submission, the date of filing shall be the sent time and date.
- e) The University shall respond to grievances or any subsequent appeals via email. All University responses shall be sent by email to uaw5810@uaw5810.org, which shall constitute service of any written response as outlined in this Article.
- f) In the event the union alleges a contract violation as a result of an Office of the President action, the grievance shall be filed directly at the Office of the President. The University shall issue a Step 3 response within thirty (30) calendar days from the date the grievance was filed at the Office of the President.

C. TIME LIMITS

1. The date of initial filing shall be the date the grievance is received at the designated campus/medical center labor relations office. Filings received after the close of business at that campus/medical center shall be deemed filed the next business day. The time limits and meetings for the processing of grievances shall be in accordance with the formal grievance review steps addressed below.

2. Extensions

The parties may mutually agree to extend the time limits in advance of the expiration of the time limit. Such agreements shall be documented in writing. Each party shall be entitled to one (1), seven (7) calendar-day extension upon request, with the exception of the initial filing of the grievance, which

must be timely filed.

3. Failure to comply with the time limits

a. By the UAW

If the grievant or the grievant's representative does not comply with a timeline set forth in this Article, the grievance shall be considered resolved on the basis of the last preceding University response and ineligible for further processing.

b. By the University

If the University does not comply with a timeline set forth in this Article, the grievant or their representative has the right to appeal the grievance to the next step of the Grievance or Arbitration procedure in accordance with the timelines provided in this Article.

D. GRIEVANCE PROCEDURE

1. Optional/informal resolution

Before commencing formal grievance processes, the grievant may discuss the grievance with the grievant's immediate supervisor in a timely manner. Informal resolutions, although final, shall be neither precedential nor inconsistent with this Agreement. If the grievance is not resolved through informal discussion, the grievant may seek review as set forth below. Attempts at informal resolution do not extend the thirty (30) calendar day time limit to file an initial grievance at Step 2.

2. Formal grievance review steps

a. **Step 2 – Initial Grievance (campus).** A written grievance must be filed as set forth below:

- 1) **Receipt of grievance.** A written grievance must be received by the designated campus/medical center labor relations office on the grievance form agreed to by the parties (Appendix G) within thirty (30) calendar days from the following instances, whichever occurs first: a) the date the event / action which gave rise to the grievance occurred, or b) the date on which either the grievant or their representative knew or should have known of the alleged violation of the Agreement.
- 2) **Completeness of grievance.** The written grievance shall be filed on the form as provided in Appendix G and must contain

the following information or it shall be ineligible for processing:

- a) An inclusive list of all Article(s), Section(s), and subsections of the Agreement alleged to have been violated;
- b) A specific description of the action(s) grieved and how it violated the above-mentioned provision(s);
- c) How the grieving employee was adversely affected;
- d) The name of the grievant's representative(s) if any;
- e) A list of the affected individual(s) known at the time of filing or detailed description of the group of affected Academic Researchers;
- f) The specific date(s) of the alleged violation(s);
- g) The specific remedy or remedies requested; and
- h) The signature(s) of the grievant(s) or their representative. The signature(s) may be electronic.

3) **Step 2 Meeting**

- a) A Step 2 meeting shall be held within fifteen (15) calendar days from the date the Step 2 grievance was filed. The parties may mutually agree in writing to waive the Step 2 meeting.

- b) Step 2 response deadline

The University shall issue a written response to the grievance within fifteen (15) calendar days of the date on which the Step 2 grievance was filed or the date of the Step 2 meeting, whichever is later.

- c) If the University has not provided a Step 2 response, it shall be deemed a denial of the grievance(s).

b. **Step 3 – Review (Office of the President)**

- 1. If the grievance has not been resolved at Step 2, the grievant and/or the grievant's representative may file an appeal in writing to the Office of the President. Such appeal must be received by the Office of the President no later than fifteen (15) calendar days after the University's Step 2 response is issued or was due.
- 2. An appeal to Step 3 shall be accomplished as follows:
 - a. Email to AppealAGrievance@ucop.edu.

- 1) Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions of this Agreement.
 - 2) The date of filing for emailed Appeals to Step 3 shall be the date received on the University server, provided that the appeal is received during business hours. If a Step 3 appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the Appeal to Step 3.
 - 3) The University shall acknowledge the Union's Appeal to Step 3 through a computer-generated, automatic email response. If the Union does not receive a confirmation email within 30 minutes of the time of submission, the date of filing shall be the sent time and date.
3. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
 4. The UCOP official or the UCOP official's designee shall issue the University's Step 3 decision within thirty (30) calendar days of the receipt of the appeal. Proof of Service shall accompany the written decision. The Step 3 decision shall be served upon the grievant and/or the grievant's representative.
 5. The UCOP official or the UCOP official's designee shall have the authority to settle grievances appealed to Step 3.
 6. If UCOP has not provided a Step 3 response, it shall be deemed a denial of the grievance(s).

E. ARBITRATION PROCEDURE

1. Proper filing:

Only the UAW may file an appeal to arbitration and only after the timely exhaustion of the Grievance Procedure. The written appeal must be signed by an authorized representative of the UAW, filed with the Office of the President - Labor Relations, and must include:

- a. the name, email, and address of the UAW representative who is

responsible for the appeal to arbitration and to whom all correspondence relating to the arbitration is to be sent;

- b. a copy of the completed grievance form; and
- c. a statement setting forth the unresolved issue(s), the articles and sections of the agreement alleged to have been violated, and the remedy requested.

2. Appeal Format:

An appeal to arbitration shall be made in the following way:

- a. Email to AppealAGrievance@ucop.edu.
 - 1. Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Arbitration provisions of this Agreement.
 - 2. The 'date of filing' for emailed Appeals to Arbitration shall be the date received on the University server, provided that the appeal is received during business hours. If an appeal to Arbitration is received outside of normal business hours, the following business day will be deemed the filing date of the Appeal to Arbitration.
 - 3. The University shall acknowledge receipt of the Union's Appeal to Arbitration through a computer-generated, automatic email response. If the Union does not receive a confirmation email within 30 minutes of the time of submission, the date of filing shall be the sent time and date.
- b. Appeals to arbitration that are not processed within the time limit below are ineligible for arbitration.
- c. If a grievance is not appealed to arbitration, the University's Step 3 response shall be final. The UAW shall be considered to have withdrawn its appeal if the UAW fails to follow the time limits in Section E. If the appeal to arbitration is withdrawn or an arbitration hearing otherwise does not take place, the University's Step 3 response will be final.

3. Time limits

- a. The written appeal to arbitration must be received by the Office of the President within forty-five (45) calendar days of the date on which the University issued its Step 3 response, or within forty-five (45) calendar days of the final date on which the University's response

was due if no response was issued.

4. Selection of the arbitrator / Pre-Arbitration Conference

- a. The UAW representative shall contact the designated University official at the Office of the President within thirty (30) calendar days of the appeal to arbitration in order to select an arbitrator from the panel set forth in Appendix H. The arbitrator shall be selected within forty-five (45) calendar days from the date of the appeal. Failure to contact the designated University official within the established time frame will be considered as a withdrawal of the appeal to arbitration.
- b. If the parties cannot agree to an arbitrator from the panel, the parties shall alternately strike one name from the list of panel members. Unless the parties agree otherwise, the party striking first shall be determined by the flip of a coin. The one name remaining shall be designated as the arbitrator.
- c. At the Pre-Arbitration Conference, the parties shall:
 - 1) Select an arbitrator from Appendix H - Panel of Arbitrators in accordance with 4a and 4b above;
 - 2) Discuss all arbitrability claims raised by the University, if any, with the goal of resolution;
 - 3) Discuss the merits of the grievance, with the goal of resolution;
 - 4) Discuss and decide engaging in grievance mediation in accordance with 5. below.
- d. At the time the University and the UAW schedule the Pre-Arbitration Conference, each party shall identify the names of the participants.
- e. If the arbitrability issues are not resolved, the parties shall set the dates for the briefing schedule, inform the arbitrator of the process for resolving arbitrability, and request provisional dates for a hearing on the merits should a hearing be needed. Such hearing shall take place after the arbitrator's decision on arbitrability, and shall be scheduled to allow at least 4 weeks between when the arbitrator's decision on arbitrability is due and the arbitrator's cancellation deadline.
- f. If arbitrability is resolved, but the merits are not settled, the matter shall go forward to a hearing.
- g. Following the Pre-Arbitration Conference, the UCOP Representative shall notify the Union whether the Office of the President shall

remand the case to the location or retain the case at the Office of the President.

- h. Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing date, but if they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrator.
- i. The parties shall select an arbitrator from the panel in Appendix H; however, on a case by case basis, the parties may agree to the selection of any arbitrator not from the panel in Appendix H.

5. Mediation (optional step)

The parties may mutually agree to engage in grievance mediation and request a state mediator in order to resolve cases prior to a hearing. Mediation shall occur at least four (4) weeks before the arbitrator's cancellation deadline, unless another timeline is mutually agreed to. However, if the parties agree to engage in grievance mediation, nothing in this paragraph shall supplant the grievance process timelines from continuing, unless mutually agreed by the parties. If a settlement is reached in grievance mediation, the settlement shall be in writing and signed by the parties. Such agreement shall not be precedent-setting.

6. International Grievant who is Dismissed

If the Grievant is required to leave the country prior to the arbitration hearing, the UAW may request that the University issue a letter to explain to the appropriate immigration authorities the purpose of the visit in order for the Academic Researcher to return to California to be present for the arbitration hearing. However, should the Grievant either elect not to return to California or is unable to obtain an appropriate visa, the parties shall agree to alternative options in order for the Grievant to participate remotely.

7. Bifurcation

- a. The University shall be precluded from raising arbitrability claims if it has not done so by the Step 3 response, unless such issues arise after the Step 3 response is issued. Arbitrability claims must include facts and arguments to substantiate such claims.
 - 1. The arbitration process shall be bifurcated where the University and Union do not resolve properly made arbitrability claims at the Pre-Arbitration Conference.
 - 2. Any party requesting a hearing on the issue of arbitrability, must do so within seven (7) business days of selecting an

arbitrator. If such a request is not made within seven (7) business days of choosing an arbitrator, the issue of arbitrability shall be resolved by briefs, not hearing.

3. Written Brief

The issue(s) of arbitrability shall be resolved in a written decision based on arguments submitted by the parties prior to and separate from the hearing (if any) on the merits of the claim. Such arguments shall be submitted to the arbitrator in brief form according to the following schedule:

- 1) The University shall submit its brief no later than thirty (30) calendar days from selection of an arbitrator at the Pre-Arbitration Conference.
- 2) The Union shall submit its response brief no later than thirty (30) calendar days from receipt of the University's brief.
- 3) The arbitrator shall issue their response no later than thirty (30) calendar days from receipt of the Union's brief.

4. If the University fails to meet the timeline, it is precluded from making arbitrability claims, and the grievance shall proceed to a hearing on the merits.

5. If the Union fails to submit a response brief, the arbitrator shall issue a ruling based on the record from the University's brief.

6. Hearing on Arbitrability

Where a party timely requests a hearing on arbitrability, such hearing shall be held. If a hearing on arbitrability has been timely requested, the moving party shall contact the arbitrator within five (5) calendar days of making such a request to request two (2) dates (or sets of dates) for a separate hearing on arbitrability and a hearing on the merits which shall take place after the arbitrator's decision on arbitrability. Such hearing shall be scheduled to allow at least 4 weeks between when the arbitrator's decision on arbitrability is due and the arbitrator's cancellation deadline. If the moving party does not request two (2) dates (or sets of dates) for separate hearings within five (5) days of requesting a hearing on arbitrability, the issue of arbitrability shall be resolved by briefs, instead of a hearing.

8. Procedural/evidentiary issues at hearing

- a. Prior to the arbitration hearing, the UAW and the University shall make a good-faith attempt to stipulate as to the issue(s) to be arbitrated and to as many undisputed facts as possible. At least seven (7) calendar days prior to the arbitration, the parties shall exchange lists of known witnesses.
- b. During the hearing, the parties shall have the opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. If the grievant cannot testify in person, the grievant may testify through electronic means. Issues and allegations shall not be introduced at the hearing unless they were introduced prior to or during Step 3 of the Grievance Procedure.
- c. Upon request by either party, but not upon the arbitrator's own motion, the arbitrator shall have the authority to subpoena relevant documents and/or witnesses.
- d. The arbitration hearing shall be closed to anyone other than the participants in the hearing unless the parties agree otherwise in writing.
- e. In all cases appealed to arbitration, except for actions taken pursuant to Article 6, Corrective Action and Dismissal, the UAW shall have the burden of proceeding and the burden of proof. In all cases, the burden of proof is preponderance of the evidence.
- f. Hearings shall be held in-person, unless the parties agree to conduct the arbitration hearing remotely using virtual platforms. If there is no agreement by the parties on the modality of conducting the hearing, the decision shall be made by the arbitrator and shall be final.

9. Scope of arbitrator's authority

The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision shall set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute the arbitrator's judgment for that of the University.

and its agents.

- a. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the lost contractual rights, benefits or pay, less any compensation from any source including but not limited to Workers' Compensation, Unemployment Compensation or other employment. The decision and award of the arbitrator shall be final and binding upon the parties to the contract and the Academic Researchers. The University will not be liable for back wages or other monetary reimbursement for:
 - 1) any period of time during which an extension of the time limits has been granted at the request of the UAW;
 - 2) any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to this article.
- b. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be equally borne by the parties. Costs for transcripts requested by only one party, shall be borne by the requesting party.
- c. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

10. Pay Status

- a. The University and the UAW shall establish a reasonable schedule for the arbitration proceedings. The UAW shall provide the names of witnesses in advance in order to facilitate the University's provision of release time as discussed below.
- b. The Academic Researcher grievant(s) shall be in a without-loss-of-pay-status for the entire arbitration hearing. Academic Researcher witnesses will be in a without-loss-of-pay-status for travel to and from the arbitration hearing, for time actually giving testimony or waiting to give testimony, at the hearing. Total release time for the grievant, employee representative and witness(es) for travel to/from the hearing and for participation in the hearing shall not exceed either their normally scheduled hours of work for the day(s) of the hearing or their actual participation in the hearing. Participants shall travel to/from the hearing via the most expeditious method of transportation available.
- c. No more than one (1) Academic Researcher representative shall be

in without-loss-of-pay-status for an arbitration hearing.

- d. The University shall not be responsible for any lodging, travel expenses or other expenses incurred by a grievant, witnesses, employee or UAW representatives with regard to the union's presentation in the arbitration hearing.

11. Arbitrator Panel

The parties agree that there will be a standing panel of seventeen (17) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this article. The panel is listed in Appendix H.

F. NONDISCRIMINATION ACKNOWLEDGMENT AND WAIVER

1. If the UAW appeals a grievance to arbitration that contains allegations of a violation of Nondiscrimination but does not allege violation of another Article that is arbitrable, the Union's notice must include an Acknowledgment and Waiver Form signed by the affected Academic Researcher. The Acknowledgment and Waiver Form will reflect:
 - a. that the Academic Researcher has elected to pursue arbitration as the exclusive forum for the claim; and
 - b. that the Academic Researcher understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums.
2. The UAW may request an extension of thirty (30) calendar days to file its appeal to arbitration to enable the Academic Researcher to make an informed choice about whether to sign the Acknowledgement and Waiver Form, when a grievance contains allegations of a violation of Nondiscrimination but not allegations of a violation of another Article that is arbitrable.

ARTICLE 8 HEALTH AND SAFETY

A. GENERAL CONDITIONS

1. The University and the Union of Academic Researchers acknowledge that promoting and maintaining a safe and healthy workplace (in accordance with state and federal mandates, and University policies) is a shared responsibility.
2. The University shall ensure Academic Researchers have sufficient safety training regarding the safe handling of materials and/or equipment the researcher is required to work with in advance of performing the duties.
3. If an Academic Researcher believes there has been an exposure to an unsafe work environment and/or practice, the Academic Researcher has a responsibility to immediately report the issue to the supervisor and departmental safety designees without reprisal.
4. Additionally, Academic Researchers have the right to report health and safety issues to the Office of Environmental Health and Safety (EH&S), University Risk Services, University Safety Committees, and/or to the appropriate regulatory agency, including CAL-OSHA.
5. No Academic Researcher shall be retaliated against for identifying and/or expressing concern about any safety-related issue.
6. A critical component of the University's health and safety program is for Academic Researchers to follow safe work practices and work safely.
7. All Academic Researchers shall comply with the University's established campus/hospital health and safety policies and procedures in this article, in addition to state and federal mandates.
8. An Academic Researcher who has complied with the procedures in Section D.1. below, has the right to refuse abnormally dangerous or hazardous tasks, while the University is investigating or remedying their concern.

B. COMMITMENT TO HEALTH AND SAFETY

1. The University shall make reasonable attempts to furnish and maintain safe working conditions in the workplace and equipment required to carry out assigned duties. The University shall manage its operations in compliance with established campus/medical center health and safety policies and procedures. Nothing shall preclude the University from establishing safety standards above minimum safety requirements.

2. All Academic Researchers have an obligation and responsibility to complete and sign off on all required safety training and retraining within campus guidelines, and in accordance with state and federal mandates. List(s) of required training classes shall be provided to the Academic Researcher at the time of hiring, and shall be updated as necessary.

C. ASSIGNMENTS

1. Academic Researchers shall receive health and safety education and/or training applicable to their job functions.
2. Prior to working with hazardous materials or in a hazardous environment, Academic Researchers will receive information and training pertaining to the health and safety protocols in the Academic Researcher's department, an explanation of the health and safety rights and responsibilities of both the University and the Academic Researcher, instructions concerning known specific hazards of the Academic Researcher's job, and the procedures available to Academic Researchers to abate or report any unsafe or unhealthy working conditions. When assigned duties include an imminent risk to life and health, as determined by a University health and safety professional, the University shall provide training and information to the Academic Researcher prior to the Academic Researcher assuming such duties.
3. Abnormally hazardous or dangerous tasks shall be defined as those tasks which are objectively identifiable as constituting a clear and imminent danger to life or physical health. This includes, but is not limited to, dangers or hazards substantially greater than those inherent to a typical scope of assigned duties, and for which the Academic Researcher has not received proper training and/or resources to perform safely.
4. An Academic Researcher shall not be assigned to any abnormally dangerous or hazardous task at the Academic Researcher's place of employment.

D. REPORTING PROCEDURES

1. All Academic Researchers must notify their immediate supervisor as soon as they consider an assigned task to be abnormally hazardous or

dangerous and believe they have insufficient safety training and/or experience to perform the task safely. The Academic Researcher shall then identify the components of the assignment that they allege to be abnormally hazardous or dangerous.

- a. In attempting to resolve the Academic Researcher's claim, the supervisor may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel, including assigning the Academic Researcher to complete appropriate safety training.
- b. If the supervisor does not make assignment changes, the supervisor shall have the Academic Researcher's claim assessed by a health and safety professional person responsible, in accordance with campus/hospital procedures, for the assessment of abnormally hazardous or dangerous conditions.
 - 1) If, in the assessment of the University's health and safety professional person responsible, the assignment is abnormally hazardous or dangerous, the supervisor shall follow campus/hospital procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the Academic Researcher. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the Academic Researcher may be required to perform the work.
 - 2) If, in the assessment of the University's health and safety professional person responsible, the assignment is not abnormally hazardous or dangerous, and the Academic Researcher has been properly trained to perform the assignment, the supervisor may assign the Academic Researcher to perform the assignment or, may assign the affected Academic Researcher to other available work consistent with the work usually performed by the Academic Researcher or may assign another qualified employee to perform the assignment.

E. HEALTH & SAFETY TRAINING

1. On an ongoing basis, the University shall provide training and information about the University's health and safety programs. Academic Researchers

shall take all required training based on the requirements of the workplace. Training includes information about:

- a. the health and safety protocols and emergency procedures associated with the Academic Researcher's research and, where applicable, known specific hazards associated with the Academic Researcher's research;
 - b. the health and safety rights and responsibilities of both the employer and the Academic Researcher; and
 - c. the procedures available to Academic Researchers to abate or report any unsafe or unhealthy working conditions.
2. The University will provide relevant training and information for reasonably foreseeable hazards that are related to exploratory research, and for tasks and/or procedures known to have associated safety risks.
 3. The University shall document training that is provided to Academic Researchers.

F. INFORMATION AND TESTS

1. The University, upon receiving any chemical or substance containing hazardous material, will obtain the Safety Data Sheet (SDS) from the vendor, unless the latest version of the SDS is already on hand and available. The SDS shall be made available to the Academic Researcher or UAW on request. The University shall maintain such information, including maintenance in electronic form, if the Academic Researcher has ready access to a computer.
2. When an SDS provides that certain personal protective equipment (for example, but not limited to rubber gloves, face masks, etc.) is required for safe handling of a hazardous substance, the required personal protective equipment shall be reasonably accessible to the Academic Researchers who are required, as part of their job duties, to use that hazardous substance. The University shall provide Academic Researchers who may come in contact with hazardous substances (within then-current definitions under applicable law) with adequate information or training regarding the proper handling of said substances, to the extent appropriate and related to their jobs.
3. In compliance with State and Federal law, the University shall provide to affected Academic Researcher(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such existing data shall be readily

available and provided to the union or Academic Researcher within fifteen (15) calendar days following a request.

4. In the case of a suspected outbreak of a communicable disease or nuclear, biological, or chemical contamination and when the University requires testing for such communicable disease or contamination of patients and/or Academic Researchers the University shall offer such tests for bargaining unit Academic Researchers within the appropriate affected work areas at no cost to the Academic Researchers.
5. Pursuant to State and Federal law, upon written request, UAW shall receive any health and safety information subject to public disclosure, within the time frame specified by applicable law.

G. PROTECTIVE CLOTHING AND EQUIPMENT

1. General Provisions

Protective work clothing is attire worn over or in place of regular clothing to protect the Academic Researcher's clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Protective work clothing is provided by the University. Personal protective equipment protects the Academic Researcher and includes head covers, gloves, goggles, prescription safety glasses, and safety shoes. At the reasonable request of the Academic Researcher, the University shall provide personal protective equipment.

2. Replacement

Personal protective equipment, except prescription lenses and sized safety shoes, which were provided to an Academic Researcher by the University for use on the job, shall be returned upon completion of the assignment. University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. An Academic Researcher required to wear prescription safety glasses will pay for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

H. TOOLS AND EQUIPMENT

1. The University shall furnish and maintain in safe working condition the workplace tools and equipment required for Academic Researchers to carry

out the duties of their positions.

2. The University shall have no responsibility to provide, maintain and/or reimburse Academic Researchers for tools and/or equipment which are not the property of the University. Additionally, the University is not required to provide equipment different than that which is determined by the University to be necessary for the safe conduct of University business.

I. LABOR MANAGEMENT COMMITTEE

1. The UAW may raise campus/medical center health and safety concerns by contacting the campus/medical center labor relations office.
2. In addition, the University and the UAW agree to address Health & Safety matters in scheduled campus labor/management meetings.
 - a. Such meetings may be scheduled periodically at the UAW's request but no more than twice per year.
 - b. Thirty (30) calendar days prior to the meeting the University and the UAW shall exchange agenda items each party wants to discuss, and the names of the Academic Researchers whom the UAW has selected to attend. In the event neither party identifies agenda items by the 30-day period, the meeting may be cancelled.
 - c. Each party shall designate a person to serve as co-chair for the meetings. The co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and necessary participants to conduct an informed meeting.

J. COMPLIANCE

1. When the University states that it cannot implement a workplace change to comply with an arbitrator's award due to the unavailability of funds, the University may choose to reassign the Academic Researcher, relocate the research activity and/or curtail the research and/or assignment. If the Union believes the University's alternate remedy violates the agreement, it may immediately appeal to the arbitrator who shall retain jurisdiction to review the alternate remedy.
2. This Article does not cover mental or emotional reactions to the work environment in and of themselves, or physical reactions arising from mental or emotional reactions to the work environment.

ARTICLE 9 HOLIDAYS

A. UNIVERSITY HOLIDAYS

The University shall observe the following days as administrative holidays:

1. January 1st (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr. Day)
3. Third Monday in February, or announced equivalent (President's Day)
4. Last Friday in March or announced equivalent (Cesar Chavez Day)
5. Last Monday in May (Memorial Day Observance)
6. June 19, or announced equivalent (Juneteenth Federal Holiday)
7. Fourth of July (Independence Day)
8. First Monday in September (Labor Day)
9. November 11th (Veterans' Day)
10. Fourth Thursday in November (Thanksgiving Day)
11. Friday following Thanksgiving Day (or announced equivalent)
12. December 24, or announced equivalent (Christmas Eve)
13. December 25 (Christmas Day)
14. December 31, or announced equivalent (New Year's Eve)

Official holidays are those holidays as set forth annually in the campus calendar. Unless the University designates an alternate day, when a holiday falls on a Saturday, the preceding Friday is observed as the holiday; and when a holiday falls on Sunday, the following Monday is observed as the holiday.

B. COMPENSATION FOR HOLIDAYS WORKED

When operational needs require, the supervisor may schedule Academic Researchers to work on University holidays. In such instance(s), Academic Researchers shall receive an alternate day off for each holiday worked. The Academic Researcher may request specific dates to be used as alternate days off. The supervisor shall not unreasonably deny such requests.

C. RELIGIOUS OBSERVANCE

An Academic Researcher may observe special or religious holidays by using vacation, as described in Article 32 or by working an alternate day, if the University determines that work schedules permit. The supervisor shall not unreasonably deny such requests.

ARTICLE 10
LABOR-MANAGEMENT MEETINGS

A. LOCAL LABOR-MANAGEMENT MEETINGS

1. The University and UAW shall engage in local Labor-Management meetings for the purpose of reviewing and devising ways to address on-going needs of Academic Researchers for the mutual benefit of the Academic Researchers and the University, and to make recommendations to appropriate University officials. The parties agree to meet, following the written request of either party, on a quarterly basis. The parties may agree to additional meetings.
2. Each party shall designate a person to serve as Co-chair for the meetings. The Co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and necessary participants to conduct an informed meeting. Each party's Co-chair will communicate any cost and/or burden associated with providing the requested information as soon as such cost/burden is known.
3. Agenda items not specified at least seven (7) calendar days prior to the scheduled date of the meeting, need not be responded to at the meeting. Appropriate agenda items for Labor-Management meetings include:
 - a. administration of the Agreement;
 - b. dissemination of general information of interest to the parties; and
 - c. health and safety matters regarding bargaining unit employees.

B. UNIVERSITY-WIDE LABOR-MANAGEMENT MEETINGS

1. The University (Office of the President Labor Relations) and the UAW agree to meet, following the UAW's written request, at least once per year to discuss items such as the administration of this Agreement. The agenda of the meeting(s) shall be determined by mutual agreement of the parties at least seven (7) calendar days prior to the scheduled meeting date.
2. The UAW may request release time for up to four (4) Academic Researchers to attend the University-wide Labor-Management meeting. The University shall not unreasonably deny release from work provided:
 - a. the designated Academic Researchers provide at least seven (7) calendar days notice of the need to be absent from the work site; and
 - b. the designated Academic Researchers work with their supervisor to ensure completion of research requirements.

3. The parties may agree to allow additional Academic Researchers to attend the meetings, provided compliance with the provisions in §B.2., above.
4. Any travel and subsistence incurred by the Academic Researcher(s) attending the meeting(s) shall be the responsibility of the UAW.

ARTICLE 11 LAYOFF AND REDUCTION IN TIME

A. GENERAL PROVISIONS

The University shall have the sole, non-grievable discretion to determine whether and when layoffs and reductions in time shall occur.

1. Layoff is defined as an involuntary separation for an Academic Researcher due to a change in programmatic need in the lab/hiring unit, lack of work, or lack of appropriate funding.
2. Academic Researchers with term appointments are considered to be separated from employment at the expiration of such appointments, unless reappointed. This separation does not constitute a layoff and is considered a non-reappointment.
3. A reduction of time (in percent effort or duration of appointment) occurs when an Academic Researcher's appointment is involuntarily reduced due to a change in programmatic need in the lab/hiring unit, lack of work, or lack of appropriate funding.
4. The University has the sole, non-grievable discretion to determine the layoff unit. When the University determines that there is to be a change in the layoff unit within the bargaining unit, it shall give the UAW advance notice of at least thirty (30) calendar days and, upon request by the union, shall bargain regarding the impact on Academic Researchers.

B. ORDER OF LAYOFF OR REDUCTION IN TIME

1. The order of layoff or reduction in time for Academic Researchers in the same layoff unit, and the same title or title series, shall be on the basis of special skill, knowledge, or ability essential to the department, program, project, or unit. This determination is made by the supervisor.
2. Where there is no substantial difference in the degree of special skill, knowledge, or ability essential to the department, program, project, or unit, the order of layoff or involuntary reduction in time shall be in inverse order of seniority within the layoff unit.
3. "Seniority" is calculated by full-time-equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of

appointment shall be considered the less senior employee.

4. At the written request of the Academic Researcher who has received notice of layoff or reduction in time, who is supported primarily by sources on which they are PI or co-PI, the University may reduce the salary for a fixed period of time as an alternative to reduction in time, provided they remain FLSA exempt and provided their effort remains commensurate with their appointment percentage. The University and the Academic Researcher shall sign an agreement regarding the duration of the salary reduction, and restoration of salary, if any, for a period of time not to exceed their term appointment.

C. NOTICE

1. In the event of layoff or reduction in time, the University shall provide written notification to the Academic Researcher. Such notice shall be provided at least forty-five (45) calendar days in advance of the effective date of the layoff.
 - a. In the event forty-five (45) calendar days' notice cannot be provided, the University shall provide the laid off Academic Researcher pay in lieu of notice for the portion of the forty-five (45) calendar days for which notice was not provided.
 - b. The University shall provide a copy of the layoff notice to the UAW within five (5) working days of the layoff notice to the Academic Researcher.
 - c. When an Academic Researcher with a term appointment grieves the layoff and the appointment ends prior to the resolution of the grievance, the notice of layoff shall also serve as notice of non-reappointment, where such notice is required.
2. The notice shall include the reason for the layoff or reduction in time.

D. LAYOFF STATUS

An Academic Researcher who is subject to layoff or reduction in time shall have layoff status for one (1) year, or the end of their appointment, whichever is sooner.

1. An Academic Researcher on layoff status shall be recalled into a vacant position that the University intends to fill of the same title for which the Academic Researcher is qualified and into the same layoff unit. If more than one qualified person is on layoff status, the order of recall shall be

in order of the effective date of layoff.

2. An Academic Researcher on layoff status may be eligible to participate in employee benefit programs as allowed by the University's Group Insurance Regulations.

ARTICLE 12 LEAVES OF ABSENCE

A. GENERAL PROVISIONS

Subject to the provisions of this Article, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the University. Approved leaves do not continue beyond the predetermined end date of the Academic Researcher's appointment.

If 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. Definitions

In accordance with the provisions of this Article, a leave of absence, with or without pay, may be approved by the University for medical purposes and non-medical reasons.

- a. Non-medical leaves of absence include: certain Family and Medical Leaves (leave to care for a family member with a serious health condition, Parental Leave, Military Caregiver Leave, and Qualifying Exigency Leave), leave for jury duty, military leave, and personal leave taken for non-medical reasons.
- b. Medical leaves include: certain Family and Medical Leaves (leave taken for the Academic Researcher's own serious health condition and Pregnancy Disability Leave) and personal leave taken for medical reasons.
- c. For the purposes of this Article, a day means a scheduled workday.
- d. FMLA is the federal Family and Medical Leave Act.
- e. CFRA is the California Family Rights Act.
- f. PDLL is the California Pregnancy Disability Leave Law.

2. Benefits Eligibility While on Leave Without Pay

- a. Approved leave without pay shall not be considered a break in service.
- b. If an Academic Researcher is on approved leave without pay for more than fifty percent (50%) of the full-time working hours in the calendar month, sick leave and length of service do not accrue. An eligible Academic Researcher on approved leave without pay other than FML may elect to continue

University-sponsored insurance coverages (as determined by plan documents or regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of the approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

- c. Special Benefits Eligibility For FML - An eligible Academic Researcher shall have University-provided health benefits continued for the period of the FML in accordance with Section B.9.

3. Requests for Leave

Except as provided in Section B.6., which addresses the Notification required for FML, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to the University. When feasible, such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

4. Duration

The duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the Academic Researcher, in accordance with the provisions of this Article. Except as provided under Section B., Family and Medical Leave (FML), written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, generally shall not exceed one year.

5. Return to Work

- a. Except as provided in Section B., Family and Medical Leave (FML), and Section C., Pregnancy Disability Leave, an Academic Researcher who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position to which the Academic Researcher was appointed if the return date is during the term of the appointment. If the position held has been abolished or affected by layoff during the leave, the Academic Researcher shall be afforded the same considerations that would have been afforded

had that Academic Researcher been actively working rather than on leave when the position was abolished or affected by layoff. These reinstatement rights do not apply if reinstatement is sought after the expiration of the Academic Researcher's appointment.

- b. An Academic Researcher who has exhausted their original leave entitlement and who has been granted additional leave under another section of this Article shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.
6. Return to work after FML and Pregnancy Disability Leave is described in full in Sections B.10. and C.5.

B. FAMILY AND MEDICAL LEAVE (FML)

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

- a. Due to the Academic Researcher's own serious health condition (see Section B.11.)
- b. To care for a family member with a serious health condition (see Section B.12.)
- c. As Pregnancy Disability Leave (see Section B.13.)
- d. As Parental Bonding Leave (see Section B.14.)
- e. As Military Caregiver Leave (see Section B.15.)
- f. As Qualifying Exigency Leave (see Section B.16.)

FML is unpaid leave, except as otherwise provided in this Article. See Section B.8 below.

2. Definitions

- a. Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the Academic Researcher stands in *loco parentis*; provided that 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 individual who stood in *loco parentis*

to the Academic Researcher when the Academic Researcher was a child. "Parent" does not include the Academic Researcher's grandparents or mother-in-law or father-in-law unless they stood in *loco parentis* to the Academic Researcher when the Academic Researcher was a child.

- c. Spouse means a partner in marriage.
- d. Serious health condition of an Academic Researcher 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.
- e. Serious health condition for the purpose of FML taken to care for a family member of an Academic Researcher is an illness, injury, impairment, or physical or mental condition of the Academic Researcher's child, parent, spouse, domestic partner, grandparent, grandchild or sibling that involves either inpatient care (as defined in Section B.2.d. above) or continuing treatment (as defined in Section B.2.d. above) and that warrants the participation of the Academic Researcher to provide supervision or care (which includes psychological care or comfort) during the period of the family member's treatment or incapacity (as defined in Section B.2.d. above).
- f. Health Care Provider is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery

(as appropriate) by the State in which the doctor practices; a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of their duties as defined under State Law; a Christian Science practitioner; or any health care provider that the Academic Researcher's health plan carrier recognizes for purposes of payment.

- g. Domestic partner is an individual who would qualify as a domestic partner under the definition of that term set forth in the University's Academic Personnel Manual at APM - 110.

3. Eligibility Criteria for FML

- a. Academic Researchers who have at least twelve (12) cumulative months of University service (all prior University service, including service with the UC managed Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement) and have at least 1,250 hours of actual service (as defined below) during the twelve-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 Article. If the Academic Researcher is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply.
- b. "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 Academic Researchers granted military leave, all hours that would have been worked had the Academic Researcher not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

4. Duration of Leave

FML shall not exceed twelve (12) workweeks in any calendar year except when it is used for Pregnancy Disability Leave or Military Caregiver Leave. If the Academic Researcher is taking FML as Pregnancy Disability Leave, the Academic Researcher shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy. If the Academic

Researcher is taking FML for Military Caregiver Leave, the Academic Researcher shall be eligible for up to 26 workweeks of leave in a single 12-month leave period.

For the purposes of FML, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time Academic Researchers who are normally scheduled for eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FML need not be consecutive, in no event shall an Academic Researcher's use of FML exceed a total of twelve (12) workweeks within a calendar year (or 26 workweeks in the single 12-month leave period if the Academic Researcher is taking FML as Military Caregiver Leave, or four (4) months per pregnancy if the Academic Researcher is taking FML as Pregnancy Disability Leave).

- a. Hourly Conversion for Part-time or Alternately Scheduled Academic Researchers: For Academic Researchers who work part-time or a schedule other than an 8/40, the number of FML hours for which the Academic Researcher is eligible shall be adjusted in accordance with the Academic Researcher's normal weekly work schedule. An Academic Researcher whose schedule varies from week to week is eligible for a pro-rated amount of FML based on the Academic Researcher's hours worked over the twelve (12) months immediately preceding the leave.
- b. Any leave taken by an eligible Academic Researcher that qualifies as FML (including leave for a Work-Incurred Injury or Illness) will be designated as such by the University and will be counted against the Academic Researcher's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the Academic Researcher (which could be weeks, days, hours, and/or partial hours).
- c. If the Academic Researcher has exhausted their entitlement to FML Leave, the Academic Researcher may apply for a Personal Leave pursuant to Section G. of this Article.

5. Forms in Which FML May Be Taken

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

- a. Academic Researcher Requests for FML on an Intermittent or

Reduced Schedule Basis

When medically necessary and supported by medical certification, the University shall grant an eligible Academic Researcher's request for FML for the Academic Researcher'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 schedule basis, including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule toward the Academic Researcher's FML entitlement for the applicable year.

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

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

For requests to take FML as Parental Bonding Leave on an intermittent or reduced schedule basis, see Section B.14.e. below.

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

When the Academic Researcher requests FML on an intermittent or a reduced schedule basis due to planned medical treatment for the Academic Researcher's serious health condition or the serious health condition of a family member, the University may temporarily transfer the Academic Researcher to an available alternate position for which the Academic Researcher is qualified and which better accommodates the Academic Researcher's recurring need for leave, pursuant to Article 23, Reasonable Accommodation, if applicable. Such alternative position shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

6. **Notification**

- a. If the Academic Researcher learns of the event giving rise to the need for FML more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the Academic Researcher shall give the University at least thirty (30) calendar days' notice of the need for leave. An Academic Researcher who fails to give thirty (30) days' notice for a foreseeable leave, with no reasonable basis

for the delay, may have the FML leave delayed until thirty (30) days after the date on which the Academic Researcher provides notice.

- 1) If the need for leave is foreseeable due to the planned medical treatment of the Academic Researcher (due to the Academic Researcher's serious health condition or pregnancy disability) or the planned medical treatment of the Academic Researcher's family member with a serious health condition, the Academic Researcher shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations, subject to the approval of the health care provider.
 - 2) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the Academic Researcher shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave, except where not possible based on emergency.
- b. The University shall determine whether the Academic Researcher meets the eligibility requirements and qualifies for an FML leave and shall, within five (5) days of that determination, notify the Academic Researcher, in writing, whether the leave is designated or provisionally designated as FML leave. The start date of the leave, the terms of the leave and the date of return are determined when the leave is granted.
- c. Extensions to an FML leave may be granted in accordance with this Section, up to the aggregate maximum of twelve (12) workweeks in a calendar year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave or four (4) months per pregnancy if FML is taken as Pregnancy Disability Leave). If an Academic Researcher's need for leave continues after their FML entitlement has been exhausted, the Academic Researcher may request a Personal Leave in accordance with Section G.

7. Certification and Other Supporting Documentation

- a. Certification When FML Is Taken for the Academic Researcher's Own Serious Health Condition

When FML is requested for the Academic Researcher's own

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

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

b. Certification When FML Is Taken to Care for the Academic Researcher's Family Member

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

- 1) certification that the Academic Researcher's family member has a serious health condition as defined in Section B.2.e. above, and
- 2) a statement that the family member's serious health condition warrants the participation of the Academic Researcher to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
- 3) whether the Academic Researcher's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the Academic Researcher will need in order to provide that supervision or care; and the probable duration the Academic Researcher will need for leave.
- 4) In addition, the Academic Researcher will be required to certify either on the form or separately what care the Academic Researcher will provide the family member and the estimated duration of the period of care.

c. Certification When FML Is Taken as Pregnancy Disability Leave

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

d. Certification When FML Is Taken for Military Caregiver Leave

When Military Caregiver Leave is requested, the Academic Researcher may be required to provide a certification completed by an authorized health care provider of the covered servicemember, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any health care provider (as defined in Section B.2.f. 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 covered relationship with the Academic Researcher, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the Academic Researcher may be required to provide information establishing the servicemember's veteran status, the date of

separation from the Armed Forces, and that separation was other than dishonorable.

e. Certification When FML Is Taken for Qualifying Exigency Leave

When Qualifying Exigency Leave is requested, an Academic Researcher may be required to provide a copy of the military member's active duty orders. Academic Researchers 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.

f. Confirmation of Family Relationship

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

g. Questioned Medical Certifications

Should the University have a good faith, objective reason to doubt the validity of the Academic Researcher's certification for the Academic Researcher's own serious health condition, the University may, at its sole discretion, require that the Academic Researcher 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 Academic Researcher's own health care provider, the University may, at its sole discretion, require a third medical opinion from a third health care provider, jointly selected by the Academic Researcher and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.

h. Additional Certification and/or Recertification

- 1) If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, the University may, at its sole discretion, require the Academic Researcher to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the Academic Researcher shall return the certification within fifteen (15) calendar days of the University's request, where practicable.
- 2) No medical records may be required to be released to the University, although a limited release of the medical records between the two health care providers may be necessary. Upon request, the University will provide a copy of the second and, if applicable, third medical opinion to the Academic Researcher at no cost.

i. Failure to Provide the Requested Certification and/or Recertification

For FML taken as Pregnancy Disability, see Section C.4.d. below.

An Academic Researcher's failure to provide the certification and/or recertification for a foreseeable leave other than Pregnancy Disability Leaves within the requested time may result in delay of the leave until the required certification is received. An Academic Researcher's failure to provide certification for an unforeseeable 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 Academic Researcher fails to provide the required certification or recertification within a reasonable time as requested, FML will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML and will not count against the Academic Researcher's FML entitlement.

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

the request for FML will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML and will not count against the Academic Researcher's FML entitlement.

8. Use of Accrued Paid Leave

FML is unpaid, except for the use of accrued sick leave and/or the use of accrued vacation, as provided in this Article:

- a. An Academic Researcher on FML for the Academic Researcher's own serious health condition:
 - 1) If eligible for University disability benefits, the Academic Researcher shall use accrued sick leave in accordance with the University's disability plan requirements;
 - 2) If not eligible for University disability benefits and not on FML due to a work-incurred injury or illness, the Academic Researcher may elect to use accrued sick leave prior to taking FML without pay;
 - 3) If on FML due to a work-incurred injury or illness, the Academic Researcher may use accrued sick leave prior to taking FML without pay;
 - 4) In any of the above circumstances, the Academic Researcher may elect to use accrued vacation time prior to taking FML without pay.
- b. An Academic Researcher on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use accrued sick leave in accordance with Article 25 - Sick Leave, Section B.2, or an Academic Researcher may elect to use accrued vacation time prior to taking FML without pay.
- c. An Academic Researcher on FML for Pregnancy Disability Leave shall use accrued sick leave in accordance with the University's disability plan requirements. If sick leave is exhausted, the Academic Researcher may elect to use accrued vacation time before taking FML without pay.
- d. An Academic Researcher taking FML as Parental Bonding Leave may elect to use accrued vacation time and/or accrued sick leave before taking FML without pay.
- e. An Academic Researcher taking FML as Qualifying Exigency

Leave may elect to use accrued vacation time prior to taking FML without pay.

9. Continuation of Health Benefits

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

- a. When the Academic Researcher is on FML that runs concurrently under the FMLA and the CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- b. When the Academic Researcher is on FML as Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve month period. For purposes of Military Caregiver Leave, the “single twelve month period” is the period beginning on the first day the Academic Researcher takes the leave and ending twelve (12) months after that date.
- c. When the Academic Researcher is on FML as Qualifying Exigency Leave under the FMLA: Continued coverage for a period of up to twelve (12) workweeks in a calendar year.
- d. When the Academic Researcher is on a 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 month period per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the Academic Researcher’s FMLA benefits coverage entitlement to up to twelve (12) workweeks of such coverage in a calendar year.
- e. When the Academic Researcher is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave after an Academic Researcher’s FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

10. Return from FML

- a. Required Notice and Documentation
 - 1) The Academic Researcher shall provide reasonable notice

to their employing department of the anticipated return to work.

- 2) An Academic Researcher returning from FML for the Academic Researcher's own serious health condition may be required to provide a written medical release to return to work prior to returning to work. For returns after Pregnancy Disability Leave, see Section C.5. below.
- 3) An Academic Researcher who has been medically released to perform the essential assigned functions of their job, with or without a reasonable accommodation, shall be reinstated in accordance with the provisions of Section B.10.b. below.
- 4) Failure to provide a medical release to return to work may result in the delay of reinstatement until the Academic Researcher submits the required medical release certification.

b. Reinstatement Rights

When an Academic Researcher has been granted an approved FML for any purpose other than Pregnancy Disability Leave and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), the Academic Researcher shall be reinstated to the same or an equivalent position upon expiration of the leave. For an Academic Researcher's return to work rights after Pregnancy Disability Leave, see Section C.5. below. If the Academic Researcher would have been laid off or terminated had the Academic Researcher remained on pay status during the leave period, the Academic Researcher shall be afforded the considerations afforded to other Academic Researchers who are laid off or terminated pursuant to the provisions of this Memorandum of Understanding. No Academic Researcher with a predetermined appointment end date shall be granted a leave of absence beyond the appointment end date or predetermined date of separation. As stated in Section B.10.a.2., above, an Academic Researcher who has been granted an FML for the Academic Researcher's own serious health condition may be required to provide a written medical release prior to returning to work. Reinstatement rights do not apply to Academic Researchers if reinstatement is sought after the expiration of their appointment.

11. FML for Academic Researcher's Serious Health Condition

FML for the Academic Researcher's own serious health condition is leave taken when the Academic Researcher's own "serious health condition," as defined in Section B.2.d. above, renders the Academic Researcher unable to perform any one or more of the essential functions of the Academic Researcher's position.

12. FML to Care for Academic Researcher'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 Academic Researcher's child, parent, spouse or domestic partner, grandparent, grandchild or sibling who has a "serious health condition," as defined in Section B.2.e. above, that requires the participation of the Academic Researcher to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity.

13. FML as Pregnancy Disability Leave

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

14. FML as Parental Bonding Leave

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

a. Time Limit for Parental Bonding Leave

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

b. Eligibility for Parental Bonding Leave

An Academic Researcher taking Parental Bonding Leave must meet the eligibility requirements for FML set forth in Section B.3. above except when the Academic Researcher is taking Parental Bonding Leave immediately following an FML taken as Pregnancy Disability Leave; in those circumstances, an Academic Researcher

who was eligible for FML under the FMLA at the beginning of the Academic Researcher's Pregnancy Disability Leave shall be granted a Parental Bonding Leave under the CFRA for up to twelve (12) workweeks after the Pregnancy Disability Leave, provided that the Academic Researcher has not exhausted the Academic Researcher's FML entitlement under the CFRA for that leave year.

c. Advance Notice

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

d. Duration of Parental Bonding Leave

Parental Bonding Leave alone generally shall not exceed twelve (12) workweeks within a calendar year as defined in Sections B.3.a. and B.4. above. However, when an FML for Parental Bonding Leave is combined with an FML for Pregnancy Disability Leave, the total FML shall not exceed seven (7) months in a calendar year. In addition, an Academic Researcher could request a Personal Leave under Section G., if they want additional leave for this purpose. However, FML granted for Pregnancy Disability Leave, Parental Bonding Leave, and Personal Leave for parental bonding shall not exceed one year in total.

e. Forms in which Parental Bonding Leave May Be Taken

The University shall grant a Parental Bonding Leave of less than two (2) weeks duration on any two (2) occasions. The University may require that any additional Parental Bonding Leave requested be for a minimum duration of two (2) weeks, unless otherwise required by law.

At the request of the Academic Researcher, the supervisor shall

consider approving an intermittent parental leave for less than two weeks, provided such leave is in full day increments. Such a request shall not be unreasonably denied.

15. FML as Military Caregiver Leave

An eligible Academic Researcher may take Military Caregiver Leave to care for a family member who is a “covered servicemember” undergoing medical treatment, recuperation or therapy for a “serious injury or illness,” consistent with the definitions of those terms in Section B.15.b. below.

a. Eligibility Criteria and Duration Specific to Military Caregiver Leave

An eligible Academic Researcher is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single twelve-month (12-month) leave period. The Academic Researcher must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in Section B.3. 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-year period prior to the first date the eligible Academic Researcher 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 purpose 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; or
 - 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 and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the covered veteran unable to perform the duties of their office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for

Comprehensive Assistance for Family Caregivers.

- 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. 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, parent, son or daughter) or (b) the blood relative who the covered servicemember has designated in writing as the covered servicemember's nearest blood relative for purposes of Military Caregiver Leave.
- 8) Single 12-month leave period means the period beginning on the first day the Academic Researcher 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 Academic Researchers may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any "single twelve-month (12-month) period."

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

injury or illness is forfeited.

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

16. FML as Qualifying Exigency Leave

Qualifying Exigency Leave is an additional type of FML available to eligible Academic Researchers. If the military member is the spouse, domestic partner, son, daughter or parent of the Academic Researcher, the Academic Researcher may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the military member is on covered activity duty or call to covered active duty status.

a. Definitions Specific to Qualifying Exigency Leave

- 1) Son or daughter on covered active duty or call to covered active duty status means the Academic Researcher's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the Academic Researcher 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 pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law

during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

- 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 pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
- 4) Qualifying exigency is defined as any one of the following, provided that the activity relates to 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 Academic Researcher, 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 member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;
- 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 Academic Researcher agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

C. PREGNANCY DISABILITY/CHILDBEARING LEAVE

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

For an Academic Researcher disabled by pregnancy, childbirth, or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the Academic Researcher is eligible for FML under the FMLA, pursuant to Section B.3. above, such leave shall be deducted from an Academic Researcher's FML entitlement under the FMLA as well as the Academic Researcher's entitlement under the PDLL.

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

1. Duration

- a. An Academic Researcher is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.
- b. If the Academic Researcher 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 G. or as may otherwise be required by law.
- c. Following Pregnancy Disability Leave, the Academic Researcher may be eligible for Parental Bonding Leave, pursuant to Section B.14, above, to care for the Academic Researcher's newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Bonding Leave shall not exceed seven (7) months in a calendar year.

2. Use of Accrued Leave

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

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

- a. Transfer at the Request of the Academic Researcher.

The University shall temporarily transfer a pregnant Academic Researcher to a less strenuous or hazardous position upon the request of the Academic Researcher when such transfer is medically advisable according to the Academic Researcher's

health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the Academic Researcher'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 against an Academic Researcher's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the Academic Researcher is also taking leave on an intermittent or reduced schedule basis. When the Academic Researcher's health care provider certifies that the transfer is no longer medically advisable, the University shall return the Academic Researcher to their same position or a comparable position in accordance with Section C.5. below.

- b. Transfer to Reasonably Accommodate Academic Researcher's Need for Intermittent or Reduced Schedule Leave.

When the Academic Researcher's health care provider states in a medical certification that it is medically advisable for the Academic Researcher to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may temporarily transfer an Academic Researcher to an available alternative position that meets the needs of the Academic Researcher, provided the Academic Researcher meets the qualifications of the alternative position, pursuant to Article 23, Reasonable Accommodation. When the Academic Researcher's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the Academic Researcher to their same position or a comparable position in accordance with Section C.5. below.

- c. Other Reasonable Accommodations.

If the Academic Researcher'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 Academic Researcher to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

4. Certification

- a. When an Academic Researcher requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or

related medical condition, the University may, at its discretion, require that the Academic Researcher's request be supported by written medical certification issued by the Academic Researcher's health care provider.

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

5. Reinstatement After Pregnancy Disability Leave

The date of reinstatement after Pregnancy Disability Leave is typically determined by agreement between the University and the Academic Researcher when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made, the University shall reinstate the Academic Researcher within two business days or, when two business days is not feasible, as soon as possible after the Academic Researcher notifies the University of the Academic

Researcher's readiness to return.

An Academic Researcher who has taken Pregnancy Disability Leave, or has been temporarily transferred pursuant to section C.3.b., above, shall be reinstated to the same position, provided that the Academic Researcher 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 Academic Researcher shall be reinstated to a comparable position if the Academic Researcher would have been entitled to the comparable position if the Academic Researcher had been continuously working rather than on leave. If a comparable position is not available on the Academic Researcher's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the Academic Researcher of the position(s). If the Academic Researcher is reinstated within that sixty-day (60-day) period, the period between the Academic Researcher's originally scheduled date of reinstatement and the actual reinstatement date shall not be counted for purposes of any employee pay or benefits. The reinstatement rights do not apply to Academic Researchers if reinstatement is sought after the expiration of their appointment.

6. Continuation of Health Benefits

A benefits-eligible Academic Researcher on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set forth in Section B.9. above, whether or not the Pregnancy Disability Leave also qualifies as FML under the FMLA.

D. MILITARY LEAVE

The University shall provide military leave for Academic Researchers who are called to active U.S. military service or state military service according to applicable University military leave policy or as otherwise required by applicable law.

E. JURY DUTY

An Academic Researcher shall be eligible for a paid jury duty leave. The Academic Researcher shall provide the University with a copy of the summons

to serve on jury duty prior to the date(s) on which such service is expected. The University will not provide paid jury duty leave absent advance notice and verification of service.

F. BEREAVEMENT LEAVE

1. The University will grant an Academic Researcher's request to use up to ten (10) days of accrued sick leave or accrued vacation leave due to the death of a family member as defined in Section F.3. below. If accrued sick leave or accrued vacation leave is not available, the Academic Researcher may take the leave without pay.
2. The University may grant the use of up to five (5) days of accrued sick or accrued vacation leave per calendar year for the death of an individual who is not a family member.
3. Family member (including step-family member) for the purpose of bereavement leave is defined as the Academic Researcher's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or a legal ward who is under 18 years of age). Parent includes a biological, foster, or adoptive parent, step-parent, legal guardian, or an individual who stood *in loco parentis* to the Academic Researcher when the Academic Researcher was a child.

G. PERSONAL LEAVE OF ABSENCE

1. The University may grant an Academic Researcher Personal Leave of Absence at its sole discretion. Such leave shall not continue beyond the end date of the Academic Researcher's appointment or twelve (12) months, whichever comes first. Personal Leave of Absence shall not be considered a break in service.
 - a. Benefits eligibility shall be in accordance with University policy and Group Insurance Regulations.
 - b. Academic Researchers may use accrued vacation to cover all or part of their Personal Leave of Absence.
2. Campuses may provide additional benefits that supplement or enhance these benefits.
3. Personal Leaves of Absence must be requested and approved in

advance, when practicable. The University may require proof of the need for such leave.

H. OTHER LEAVES

Other leaves, including but not limited to leave for service to government agencies and leave to attend professional meetings may be granted with or without pay at the University's sole discretion or if required by applicable law.

I. PAY FOR FAMILY CARE AND BONDING

Effective January 1, 2023 or upon ratification, whichever occurs later, Academic Researchers will be eligible to participate in Pay for Family Care and Bonding (PFCB) as described below.

1. In order to support Academic Researchers' need to take leave to care for their family members, the University offers eligible appointees Pay for Family Care and Bonding (PFCB), which is an income replacement option for up to eight workweeks per calendar year that may be available to Academic Researchers taking Family and Medical Leave (FML) as set forth below. While Article 12 – 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 section modifies the Article to give appointees the option to be paid during FML using PFCB in accordance with the terms below.
2. In order to be eligible for Pay for Family Care and Bonding (PFCB), an Academic Researcher must be on an approved block Family and Medical Leave (FML) taken for one of the qualifying reasons below, and the Researcher 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. PFCB is not an option available during any other type of leave.
4. If an Academic Researcher elects to use PFCB for a particular qualifying FML block leave rather than using paid leave accruals, other available pay options, or taking the leave without pay, the Researcher 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. For a Researcher holding an appointment with a definite end date, FML may not be approved beyond the end date of the appointment; therefore, the PFCB option is not available beyond the end of that appointment.

5. An Academic Researcher may not use any paid leave accruals (e.g., vacation, sick leave, as applicable), or any other available pay option while receiving PFCB.
6. PFCB Calculation

The PFCB option provides pay calculated at one hundred percent (100%) of an Academic Researcher's eligible earnings.

a. Eligible Earnings

Eligible earnings include an Academic Researcher's base salary payable through the University. Base salary includes on-scale, off-scale, and above-scale, where applicable. Eligible earnings do not include pay that is received in addition to the appointee's regular appointment such as "by agreement" payments, administrative stipends, honoraria, and any other compensation received that exceeds 100% of the base salary of the full-time equivalent of the eligible appointment(s).

b. Appointments Established at a Fixed Percentage

If the Academic Researcher has an appointment established at a fixed percentage, PFCB is based on the salary rate in effect during the appointee's leave.

c. Academic Researchers Reporting Time on a Variable Basis

If the Academic Researcher reports time on a variable basis, eligible earnings are an average of the Researcher's eligible earnings for the three calendar months (for an appointee paid on a monthly basis) or six pay periods (for an appointee paid on a bi-weekly basis) immediately prior to the period in which the leave begins, excluding periods with an approved leave without pay. This average is calculated as follows:

- 1) For an Academic Researcher paid on a bi-weekly basis, the sum of hours paid in the six pay periods immediately prior to the period in which the leave begins is divided by 12 to determine the average hours worked per week.
- 2) For an Academic Researcher paid on a monthly basis, the sum of the time paid in the three calendar months

immediately prior to the period in which the leave begins is divided by 3 to determine the average time worked per month.

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

7. Pay and Benefit Considerations

a. Accruals and Service Credit

Vacation and sick leave accruals, employment service credit, and retirement service credit are calculated as if the appointee is on pay status for one hundred percent (100%) of their normal work effort.

b. Taxability and Deductions

PFCB is considered taxable wages. A Researcher's normal deductions are taken from PFCB.

c. Benefits

Health and welfare benefits deductions will be taken from PFCB in accordance with the Researcher's benefit elections. Receiving PFCB does not, in itself, affect benefits status or eligibility. However, benefits regulations affecting return to pay status after a leave without pay will apply if an Academic Researcher returns to pay status by receiving PFCB.

ARTICLE 13

MANAGEMENT AND ACADEMIC RIGHTS

- A.** The management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory responsibilities in the academic domain.
- B.** Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to:
1. establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
 2. establish or modify the academic and work calendar, including holidays and holiday scheduling;
 3. establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
 4. introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 5. determine projects or programs and have the sole right to discontinue or alter projects or programs including the determination of whether Academic Researchers should be laid off;
 6. establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
 7. determine the amount and timing of merit increases;
 8. establish University rules and regulations and to require Academic Researchers to observe them;
 9. determine and modify job classifications and job descriptions;
 10. determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
 11. determine or modify the number, qualifications, scheduling, responsibilities and assignment of Academic Researchers;
 12. counsel, discipline, or dismiss Academic Researchers;
 13. assign work locations and schedule hours of work;
 14. recruit, appoint, reappoint, not reappoint or transfer, Academic Researchers and assign duties to them;

15. communicate with Academic Researchers in the course of daily activities;
16. investigate and determine matters of research and/or scholarly misconduct;
17. investigate and determine matters of sexual harassment, discrimination and personal misconduct;
18. determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
19. determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Academic Researchers;
20. require compliance with federal funding agency laws and policies governing research grant disclosures (e.g., disclosure of conflicts of interest, conflicts of commitment, affiliations) for each Academic Researcher participating in a federally funded research project if they are deemed to be key personnel by the principal investigator or funding agency;
21. determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators; and
22. determine the Academic Researchers who will have principal investigator status either as a matter of right or by exception.

C. NON EXCLUSIVITY

The above enumerations of management and academic rights do not exclude other management and academic rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. The foregoing provisions shall not preclude consultation with Academic Researchers through normal academic channels.

D. GRIEVANCE/ARBITRATION

No action taken by the University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 14

MEDICAL SEPARATION

A. GENERAL PROVISIONS

1. The Chancellor or Chancellor's designee has the authority to approve medical separation in accordance with this Article.
2. Medical separation is a separation from employment when an Academic Researcher is unable to perform the essential assigned functions of the Academic Researcher's position, with or without reasonable accommodation, due to a disability. Except by mutual consent, an Academic Researcher shall not be medically separated under this Article while on any approved leave.
3. Except as provided in A.4. below, a medical separation shall be based on:
 - a. a statement describing the essential functions the Academic Researcher is unable to perform and a written review by the location's disability manager or appropriate University representative, determining that no reasonable accommodation exists without causing undue hardship to the University; and,
 - b. any pertinent medical information provided by the Academic Researcher's licensed health care provider and/or the University's health care provider.
4. A medical separation may also be based on the Academic Researcher's receipt or notice of approval for disability payments from a retirement system to which the University contributes, such as UCRS or PERS and a written review by the location's disability manager or other appropriate representative that the interactive process was conducted.

B. PROCEDURES FOR MEDICAL SEPARATION REVIEW

1. Prior to the initiation of a medical separation review, the Department Chair, Dean, or unit head, with the assistance of the campus Disability Management office (or equivalent), shall attempt to consult with the Academic Researcher who is being considered for a medical separation review.
2. Thereafter and after consultation with the Disability Management office (or equivalent), and discussion with the Academic Researcher, if possible, the Department Chair, Dean, or unit head may determine that a medical separation review should be initiated.

3. To initiate a medical separation review, the Department Chair, Dean, or unit head shall prepare, in coordination with the Disability Management office (or equivalent), a medical separation review file. The file should describe the essential functions of the position, those functions that the Academic Researcher is unable to perform, the interactive process that took place to consider possible accommodations, and why reasonable accommodations were not possible or were unsuccessful; and it should contain any other pertinent documentation.
4. When requested by the University, the Academic Researcher is responsible for providing the location's disability manager or other appropriate University representative with medical documentation regarding the Academic Researcher's disability and how it limits the Academic Researcher's ability to perform the essential functions of the job. The University may require that a University-appointed licensed healthcare provider examine the Academic Researcher and/or confirm the documentation provided by the Academic Researcher. In such a case, the University will pay the costs of the University-appointed health care provider.
5. After a review and recommendation by the Department Chair or unit head and the Disability Management office (or equivalent), the Dean shall decide whether to forward the file to the Chancellor for a determination. If forwarding it, the Dean shall first send to the Academic Researcher a copy of the medical separation review file with a notice of intent to forward the file to the Chancellor and stating that the Academic Researcher may respond verbally or in writing to the Dean within thirty (30) consecutive days of the date of the notice. Following a review of any such response, which shall be added to the review file, the Dean may decide to forward the file to the Chancellor or Chancellor's designee.

C. NOTICE OF INTENT TO MEDICALLY SEPARATE

When the University intends to medically separate an Academic Researcher, the Chancellor or Chancellor's designee shall provide written notice to the Academic Researcher of the intention to separate.

The notice shall:

1. be given to the Academic Researcher either by delivery of the notice to the Academic Researcher in person, or by mail with Proof of Service;
2. state the reason for the medical separation, including:

- a. a description of the essential functions of the position that the Academic Researcher is unable to perform, with or without reasonable accommodation, due to their disability or medical condition; and
 - b. provide an explanation of why the Academic Researcher cannot be reasonably accommodated, including where applicable, whether reasonable accommodations were attempted and failed;
3. include copies of pertinent material considered; and
4. state that the Academic Researcher or their representative has the right to respond to the notice of intent, either orally or in writing, and to whom, within thirty (30) calendar days from the date of issuance of such notice; and
5. state the proposed effective date of the action, which shall be no earlier than forty-five (45) calendar days from the date of this notice.

D. NOTICE OF MEDICAL SEPARATION

If the University determines that a medical separation is appropriate and that no reasonable accommodation can be made, the Academic Researcher will be given written notice of the medical separation. The notice shall:

1. specify the effective date of the medical separation;
2. state the reasons for the medical separation;
3. the right to grieve; and
4. shall be sent by U.S. first class mail to the Academic Researcher's home address on file with UC Path.

The University shall provide concurrent notice to the Union of notice of intent to medically separate an Academic Researcher.

ARTICLE 15 NO STRIKES

- A.** During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages, interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B.** Any Academic Researcher who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.
- C.** The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article.

 - 1. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity informing them that they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
 - 2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent.
- D.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- E.** Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 6 - Corrective Action and Dismissal.

ARTICLE 16

NON-DISCRIMINATION IN EMPLOYMENT

A. NON-DISCRIMINATION

Within the limits imposed by law or University regulations, the University shall not discriminate against or harass any Academic Researcher on the basis of race, color, religion, marital status, national origin, ancestry, sex, (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition, (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, service in the uniformed services, age, citizenship, political affiliation, and/or union activity.

For the purposes of this Article only,

1. Service in the uniformed services includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.
2. "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.
3. "Gender expression" means a person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.
4. "Gender identity" means each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.
5. "Medical condition" means either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.

B. SEXUAL HARASSMENT

1. The University of California is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge and creative endeavors through academic excellence, where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. The University prohibits sexual harassment, sexual violence, and retaliation that violates law, this Article, and/or University policy (herein referred to as Prohibited Conduct). The University shall respond promptly and effectively to reports of Prohibited

Conduct and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, and the SVSH Policy.

2. Sexual Harassment is when:
 - a. Quid Pro Quo: a person's submission to or rejection of unwelcome sexual conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, grades or advancement, or other decisions affecting participation in a University program, or activity; or
 - b. Hostile Environment: unwelcome sexual or other sex-based conduct is sufficiently severe, persistent or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or other programs, or activities of the University, and creates an environment that a reasonable person would find to be intimidating or offensive.
3. Sexual conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature.
4. Other sex-based conduct includes acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex- or gender-stereotyping, or sexual orientation.
5. Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees (including Academic Researchers), staff, student employees, students, coaches, residents, interns, and non-student or non-employee participants in University programs (e.g., vendors, contractors, visitors, and patients); in hierarchical relationships and between peers, and; between individuals of any gender or gender identity.

C. RETALIATION PROHIBITION

1. Retaliation is an adverse action against a person based on their report or other disclosure of alleged Prohibited Conduct to a University employee, or their participation in, refusal to participate in, or assistance with the investigation, reporting, remedial, or disciplinary processes provided for in University Policy and/or in this Article.
2. An adverse action is conduct that would discourage a reasonable person from reporting Prohibited Conduct or participating in a process provided for in University Policy and/or this Article, such as threats, intimidation, harassment, discrimination and coercion. Retaliation does not include good faith actions lawfully pursued in response to a report of Prohibited Conduct (such as gathering evidence).

3. The University prohibits retaliation against or by Academic Researchers based on their report of Prohibited Conduct or participation in, refusal to participate in, or assistance with the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy.
- D.** Complaint procedures are covered by the University's Sexual Violence Sexual Harassment Policy ("SVSH") (<https://policy.ucop.edu/doc/4000385/SVSH>) and the Discrimination, Harassment, and Affirmative Action in the Workplace Policy ("Nondiscrimination") (<https://policy.ucop.edu/doc/4000376/DiscHarassAffirmAction>).
- E.** Where there is no conflict with this Agreement, the University's SVSH Policy and the Nondiscrimination Policy shall continue to apply to Academic Researchers.

F. RESOLUTION PROCEDURES

1. If an Academic Researcher files a timely grievance that includes an alleged violation of this article, the University shall forward such a complaint to the campus office responsible for reviewing allegations of discrimination and/or sexual harassment. If the campus office determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, be held in abeyance during the time the allegations are under review in accordance with the University's SVSH Policy and/or the University's Nondiscrimination Policy. If the Union and the University do not agree in writing to put the grievance in abeyance, the grievance shall continue pursuant to Article 7 - Grievance and Arbitration Procedures.
2. If the Union and the University agree in writing to put the grievance in abeyance per Section D.,1., the abeyance shall automatically terminate at the conclusion of the review, and the grievance procedure shall resume within fifteen (15) calendar days from the date from the conclusion of the review.
3. If the grievance alleges violation(s) of the SVSH Policy, and the Title IX Office initiates a formal investigation, the local Labor Relations Office shall notify the UAW when the Title IX Office has extended the timeline for the SVSH investigation.
4. The parties recognize that proceeding to an arbitration hearing on the merits with a completed investigation report is optimal. If the completed investigation report is not issued ninety (90) calendar days prior to the scheduled hearing date, the parties shall meet as often as necessary to discuss the status of the investigation and make good faith efforts to reach potential permanent resolutions and settlements.
5. Interim Measures for Complainant(s)
 - a. The appropriate University Officer, in consultation with the Complainant when possible, will determine and oversee interim measures that are

immediately necessary.

- b. Interim measures are the services, accommodations, or other measures put in place temporarily after the appropriate University Officer receives a report of prohibited conduct to assist or protect the Complainant, the Respondent, or the University community. If such interim measures are implemented, they shall allow the Academic Researcher to continue research in an environment free from harassment and/or discrimination based on a protected category.
- c. Interim measures available to Academic Researchers may include, but are not limited to:
 - 1) training and education of the Respondent;
 - 2) change to a different workstation, schedule, work location, unit, department, or position for which the Academic Researcher is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; and/or
 - 3) no-contact remedies.
- 6. For sexual harassment cases only: The specific procedures for reporting, investigating, and resolving Prohibited Conduct as defined by the Sexual Violence and Sexual Harassment Policy are in the Sexual Violence and Sexual Harassment Investigation and Adjudication Framework for Staff and Non-Faculty Academic Personnel:

<https://sexualviolence.universityofcalifornia.edu/files/documents/staff-nfap-svsh-investigation-and-adjudication-framework.pdf>

G. REMEDIES

- 1. Remedies available to Academic Researchers may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the Academic Researcher is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.
- 2. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies, shall ensure that the Academic Researcher continue research in an environment free from harassment and/or discrimination based on a protected category.

H. REPRESENTATION

The Academic Researcher (as a Complainant, Grievant, Respondent, or

Witness) shall have the right to be represented by a representative of their choice, including a union representative, in the grievance, arbitration, and/or complaint process.

- I. The Title IX Offices and the Offices of Equal Employment Opportunity responsible for investigations are listed in Appendix I.

J. EDUCATIONAL AND TRAINING RESOURCES

- 1. The link at: <https://sexualviolence.universityofcalifornia.edu/education-training/> provides educational and training resources at each campus.
- 2. Upon written request from the UAW, the University and the UAW agree to discuss effective training methodology for the prevention of sexual harassment and other forms of discrimination at a systemwide joint labor management committee.

K. LACTATION SUPPORT

- 1. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, Academic Researchers shall have access to those spaces for the purpose of expressing and storing breast milk.
- 2. If no such space exists in reasonable proximity to an Academic Researcher's work location, the department will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.
- 3. The University will allow adequate time for an Academic Researcher to express breast milk.

L. ALL-GENDER RESTROOMS

- 1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.

Upon request, the University will provide the Academic Researcher with the location of the nearest all-gender restroom.

ARTICLE 17 OUT OF UNIT MOVEMENT

A. GENERAL CONDITIONS

1. The University and the Union agree that the title codes covered in the bargaining unit have been certified by the Public Employment Relations Board identified in Article 1 - Recognition.
2. In accordance with the Higher Education Employee-Employer Relations Act (HEERA), supervisors, managers and/or confidential employees are excluded from the bargaining unit.
3. Academic Researchers who are in the title codes covered in the bargaining unit on the date of ratification are considered appropriately classified as bargaining unit members.
4. The University shall provide the Union a list of Academic Researchers in the title codes contained in the Recognition Article no later than thirty (30) calendar days from the date of ratification.

B. OUT OF UNIT MOVEMENT – INDIVIDUAL ACADEMIC RESEARCHERS

1. Should the University identify Academic Researchers who it contends are no longer appropriately classified as bargaining unit members, the campus or health system location shall:
 - a. Provide the Union notice no later than thirty (30) calendar days in advance of the effective date of the out of unit movement;
 - b. Identify the name(s) and in unit title(s) of the Academic Researcher(s);
 - c. Identify the new duties or circumstances which constitute an out of bargaining unit designation;
 - d. Identify the new title code(s) the Academic Researcher(s) will be moved into;
 - e. Provide the union the opportunity to meet and discuss the decision within ten (10) calendar days from the date of the notice and whom to contact in the event the union requests to meet.
2. The Academic Researcher(s) shall be moved out of the unit on the effective date in the notice.
3. If the Union decides to pursue a challenge after the meeting in Section B.1.e above, the Union shall do so through the grievance procedure. The date of the meeting, shall be considered the date the Union knew or should have

known, in accordance with the provisions of Article 7 - Grievance and Arbitration Procedures, Section D.2.a.

4. If the Union pursues the matter to arbitration, the arbitrator is limited to the following remedies:
 - a. Grant the grievance and place the Academic Researcher(s) back into bargaining unit in the appropriate title code; or
 - b. Deny the grievance in which case there shall be no further action and the Academic Researcher(s) remains in a title code out of the bargaining unit.
5. If the Arbitrator grants the grievance, the Academic Researcher(s) is solely responsible for any back dues owed to the Union.

C. OUT OF UNIT MOVEMENT – TITLE CODES

1. If the University proposes to move a title code out of the bargaining unit, it shall provide at least thirty (30) calendar days' notice to the Union prior to the effective date.
2. The Union shall have ten (10) calendar days from the date of the notice to notify the University it wishes to meet and discuss the decision to move the title code out of the bargaining unit.
3. If the Union does not respond to the notice within ten (10) calendar days, the University shall move forward with the action to move the title code out of the unit on the effective date.
4. When the title code is moved out of the bargaining unit, all incumbents, if any, shall also be moved out of the bargaining unit on the effective date.
5. Disputes over the movement of title codes out of the bargaining unit shall be submitted to PERB for resolution. Until there is a final ruling, the title code and its incumbents, if any, shall remain in the bargaining unit.

ARTICLE 18 PARKING AND TRANSPORTATION

A. GENERAL PROVISIONS

1. The University and the UAW agree reducing the carbon footprint is a mutual goal.
2. Academic Researchers shall be eligible to participate in a campus' parking and transit program, if any, in accordance with the provisions of each location's program on the same basis as non-Senate academic employees. This includes, but is not limited to, pre-tax/payroll deduction options applicable if the Academic Researcher is eligible for such deductions due to their payroll and/or tax status.

B. ALTERNATIVE TRANSPORTATION

1. Academic Researchers are encouraged to participate in alternative transportation programs, if offered, at each location including shuttles, public transportation, bicycle programs, carpool programs and other alternative transportation programs.
2. The University shall move toward enhanced transit programs as follows:
 - a. Within 12 months of ratification:
 - 1) Ensure all locations make pre-tax programs available to eligible employees paid regular wages through UC Path to pay for transit options.
 - 2) Access to a UC-negotiated e-bike purchase discount program minimally at fifteen percent (15%), with the goal of twenty percent (20%), below the published retail price for the same bike from the same retailer, subject to appropriate participation in the program. UAW commits to encouraging its bargaining unit members to take advantage of such program through its regular channels of communication.
 - b. Within 24 months of ratification

Bargaining unit access to enhanced UC Travel measures to reduce the impact of university business travel on carbon emissions, including more accurate carbon impact estimates of travel itineraries and access to discounted electric vehicle rentals.
 - c. Within 36 months of ratification:

Best efforts by UC to negotiate reduced-fee or no-fee access to the appropriate regional transit system(s) for each location, where practicable, pursuant to Section F below. Should a campus not succeed in providing a no-fee transit pass as outlined in Section F, the union may initiate a meet and confer at the local level regarding the impacts of such outcome within thirty (30) days of the expiration of this 36-month period.

C. NOTICE

The University shall provide written notice to the Union no later than thirty (30) calendar days prior to increasing the parking fees or University -sponsored transit program fees. The University shall meet and discuss the increases upon request of the UAW.

D. FEE CAP

The University shall not increase monthly campus parking permit fees more than the amounts listed in Appendix E for each location for each year of this Agreement. New parking taxes, fees, or surcharges imposed by governmental entities or authorities outside of the University shall not be governed by this cap and shall be passed on directly to Academic Researchers in accordance with such laws/regulations.

E. LABOR-MANAGEMENT MEETING ON TRANSIT

1. No later than six (6) months after ratification of this Agreement, at the request of the Union, the Labor-Management Meeting on Transit ("Meeting") will be convened on a campus basis for the purpose of discussing ways to enhance bargaining unit member access to transit programs to commute to and from the University location.
2. The parties may invite guests, including, but not limited to, subject matter experts, provided there is notice and mutual agreement.
3. The University and UAW shall mutually agree upon an equal number of representatives for each party. The Meeting shall be limited to two (2) hours, unless the parties mutually agree otherwise. Bargaining unit employees serving on the Labor-Management Meeting on Transit shall be provided release time for time they would have otherwise worked on that day for the purpose of attending the Meeting, provided there is notice in accordance with Article 10 – Labor-Management Meetings.
4. The parties shall propose agenda items for the Meeting no later than seven (7) calendar days prior to the Meeting. If there are no agenda items

proposed, the Meeting shall be cancelled or rescheduled.

5. While the Labor-Management Meeting on Transit is intended to cover Academic Researchers, nothing shall preclude the parties from agreeing to combine the Meeting with that of other UAW units.

F. REGIONAL TRANSIT SYSTEM PASS CHART

Campus	Transit Pass Classification
UC Berkeley	Student Easy Pass (AC Transit/Bear Transit)
UC Davis	SacRT Connect Card
UC San Francisco	Clipper "A" Pass: Muni (includes Cable Car) + BART within SF
Lawrence Berkeley National Laboratory	LBNL Shuttle
UC Merced	MTA (The Bus) 31 Day Fixed Route Pass
UC Santa Cruz	31 Day METRO Pass
UC Santa Barbara	MTD Monthly Pass
UC Los Angeles	EZ Transit Zone 1 Pass
UC Riverside	RTA U-Pass Program
UC Irvine	OCTA 30-day Pass
UC San Diego	FaST Pass or COASTER Pass

ARTICLE 19
PAST PRACTICE NOT COVERED BY AGREEMENT

- A. Practices and policies relating to wages, hours, and terms and conditions of employment in effect at the ratification of this agreement, and not in conflict with this Agreement, shall remain in effect.
- B. Should the University eliminate or modify practices and/or policies as described in Section A above that have a significant and consequential impact on a substantial number of bargaining unit members, the University shall provide the Union a 30 calendar day notice.

ARTICLE 20 PERSONNEL FILES

A. GENERAL PROVISIONS

A personnel file is the repository of information (including reports, documents, correspondence, and other materials) pertaining to an Academic Researcher's appointment with the University.

1. **Access to Personnel Files** - The University shall identify the location(s) where an Academic Researcher or their designated representative, may obtain access to the Academic Researcher's personnel file(s). The University shall designate a contact who will identify the location and process for accessing the file.
2. **Information in the Files**
 - a. An Academic Researcher's personnel file(s) contain information related to the individual's appointment at the University, such as: the Academic Researcher's proof of degree or transcript, Curriculum Vitae, UC's Appointment and Reappointment notices, information about the Academic Researcher's pay and benefits, record of training, confidential and non-confidential review records, corrective actions, and dismissals, and other relevant or necessary information specified by the University.
 - b. Upon the Academic Researcher's written request, counseling memoranda and/or written records of discussions will be removed from the Academic Researcher's personnel file if there have been no other such memoranda relating to, or corrective action on, the same or similar issue(s) for a two-year period, unless retained pursuant to a legal requirement or University policy.
 - c. Non-confidential items placed in an Academic Researcher's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file.
 - d. The Academic Researcher has the right to request that errors of fact in personnel records be corrected, and to make additions to personnel records. The request to the appropriate University official shall include the reason(s) for the correction or addition. This statement shall become part of the Academic Researcher's file. Within thirty (30) calendar days, the University shall determine

whether the request will be honored and so inform the Academic Researcher in writing. If the request is denied, the reasons shall be included in the written notice.

B. ACADEMIC RESEARCHER AND/OR REPRESENTATIVE REVIEW OF PERSONNEL FILE(S)

An Academic Researcher shall, upon written request to the University, have the opportunity to review the Academic Researcher's personnel file(s) in the presence of a representative of the University, within five (5) working days after the University received the request.

1. An individual of the Academic Researcher's choice may accompany the Academic Researcher when the Academic Researcher is reviewing the Academic Researcher's personnel file(s) so long as the person chosen is not a supervisor, manager, or confidential employee.
2. Alternatively, an individual Academic Researcher may authorize a designated representative to review the Academic Researcher's personnel file(s) on the Academic Researcher's behalf. Such written authorization shall be valid for the period designated by the individual but not to exceed the duration of the Academic Researcher's appointment, or if no time period is designated, for a period of one (1) year from the date of the signature of the authorization. The designated representative shall present the signed and dated authorization when requesting access to an Academic Researcher's personnel file.
3. The Academic Researcher and their representative shall be entitled to examine all non-confidential material in the Academic Researcher's personnel file(s) except that only the Academic Researcher may examine any redacted copies of confidential material. Records protected by recognized legal privilege and records exempted from disclosure by law may be withheld from the Academic Researcher and their representative.

C. GRIEVANCE-RELATED FILES

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

D. DUPLICATION COSTS

Within ten (10) working days of a written request, an Academic Researcher shall be given a complete copy of the requested non-confidential items in the personnel file(s). If a written request for a redacted copy of confidential material in the Academic Researcher's personnel file(s) is received by the University, the request

shall be fulfilled within thirty (30) working days. The University will provide the first copy of such material at no cost to the Academic Researcher. Subsequent copies will be provided at ten cents (\$.10) per page.

- E.** Confidential material, legal privilege, and records exempted by law from disclosure shall be as defined in the California Evidence Code or by other statutes and relevant case law and shall not be subject to the Grievance and Arbitration procedures of this Agreement.

ARTICLE 21 PROFESSIONAL RESEARCH SERIES

A. GENERAL PROVISIONS

1. Definition

- a Appointees in this series must have earned a doctorate or its equivalent. The Chancellor, or their designee, may grant an exception to this requirement. Titles in the Professional Research series are assigned to those appointees who engage in independent research equivalent to that required for the Professor series and not for appointees whose duties are limited to making significant and creative contributions to a research project or to providing technical assistance to a research activity. Appointees with Professional Research titles do not have teaching responsibilities.
- b Appointees can, with campus approval, be Principal Investigators and have the major responsibility and leadership for their research programs. The ability to secure independent funding does not automatically qualify individuals for appointment to the Professional Research series. Appointments in this series may also be made to individuals who are not Principal Investigators, if they meet the research qualifications and demonstrate the accomplishment and the independence of research equivalent to that required for the Professorial ranks.

2. University's Academic and Management Rights

- a The University shall have the sole, non-grievable discretion to determine promotions, merit increases, and non-reappointments, per Article 13 - Management and Academic Rights.
- b Academic judgment is not subject to grievance or arbitral review. As such, an arbitrator shall not have the authority to substitute their judgment for the University's judgment regarding the Professional Researchers' performance or qualifications, nor shall the arbitrator have the authority to order the University to provide a merit increase or promotion. If the arbitrator finds a procedural violation, the arbitrator's authority shall be limited solely to ordering the University to repeat the review from the point at which the violation occurred.

B. RANKS AND STEPS

1. General Conditions

- a The following ranks and steps apply to the Professional Researcher series:
 - 1) Assistant Professional Researcher, I-VI
 - 2) Associate Professional Researcher, I-V
 - 3) Professional Researcher (for purposes of this Article, referred to as “Full”), I-IX
- b At the Berkeley and Davis campuses, each step has a corresponding half-step (e.g., Full Professional Researcher Step I, I.5, II, II.5, etc.). Provisions in this section pertaining to normative time at each step and to overlapping steps also applies to the applicable half-steps at the Berkeley and Davis campuses.

2. Normative Time at Each Step

- a The normal time at each step within the Assistant and Associate rank is 2 years, except for steps IV and V of the Associate rank, which is 3 years. Within the Full Professional Researcher rank, normal time at Steps I-IV is 3 years. Time at Full Professional Researcher Step V and above may be for an indefinite time.
- b For initial appointments that begin mid-cycle, the time for the first review period may be more or less than the normative time above. See Section D.2.b below regarding review schedules.

3. Overlapping Steps

- a Assistant Step V and Associate Step I are overlapping steps. Assistant Step VI and Associate Step II are overlapping steps. Associate Step IV and Full Step I are overlapping steps. Associate Step V and Full Step II are overlapping steps. Time at the lower ranked step in a pair of overlapping steps may be in lieu of time at the higher ranked step in the same pair.
- b When time at an Assistant ranked step in a pair of overlapping steps is followed by time at the Associate ranked step in the same pair, the combined time at both steps may be two years. When time at an Associate ranked step in a pair of overlapping steps is followed by time at the Full ranked Step in the same pair, the combined time at

both steps may be three years.

- c. Locations may, in accordance with local campus practices, limit the use of Assistant rank, Steps V and VI and Associate rank, Steps IV and V.

C. TERM OF APPOINTMENT

1. Appointment Length

- a. An appointment in the Professional Research series shall have a specified ending date and appointment percentage, and the appointment shall terminate on the specified ending date without any further action.

- b. Initial Appointments

- 1) First Appointment

- The Professional Researcher's first appointment shall be for a minimum of one-year, provided that there is work, programmatic need, and appropriate funding. In making initial appointments, the determination of work, programmatic need, and appropriate funding are within the University's sole discretion, per Article 13 - Management and Academic Rights.

- 2) Reappointments Before First Merit Review

- All reappointments before the Professional Researcher's first merit review shall be for a minimum of one-year terms. In the event of a change in programmatic need in the lab/hiring unit, lack of work, or lack of appropriate funding, prior to the end of the appointment, the University shall follow Article 11 – Layoff and Reduction in Time.

- c. Reappointments After First Merit Review

- 1) Once the Professional Researcher has undergone their first merit review, if they are reappointed, they will be reappointed for a term equivalent to at least the normative period of review for their rank and step, as described in this article.
 - 2) A Professional Researcher at steps with no normative time must be reviewed at least every five (5) years. Following the review, such a Professional Researcher shall be reappointed for a minimum of three (3) years which may be followed by a

subsequent two (2) year appointment to bring the Professional Researcher to the next five (5) year review.

- d. Campuses are not prohibited from providing longer-term appointments. A longer-term appointment may be appropriate to sync up the Professional Researcher's term appointment with the merit review cycle.
- 2. The supervisor shall ensure that the overall effort expected of the Professional Researcher is commensurate with the appointment percentage.
- 3. Service as a 50% or more Assistant Professional Researcher is limited to eight years of service (with the 8th year being the terminal year). Six months or more of service at 50% or more within any fiscal year as an Assistant Researcher counts towards the eight-year limit. The Chancellor may grant an exception to the eight-year limitation of service.
- 4. Non-reappointment
 - a. Appointments of Less Than 50 Percent Time: The University is not obligated to give written notice of non-reappointment to Professional Researchers who hold appointments at less than 50 percent time or short-term appointments of less than a year.
 - b. Appointments of More Than 50 Percent Time With Fewer Than Eight Consecutive Years of Service: For Professional Researchers who have served fewer than eight consecutive years in the Professional Research series on a campus, the appointment terminates automatically on its specified ending date unless notice of reappointment is given. It is within the University's sole discretion not to reappoint a Professional Researcher under this section, so long as the reasons for non-reappointment are not unlawful or in violation of this Agreement.
 - c. Appointments of More Than 50 Percent With Eight or More Consecutive Years of Service: The University may decide not to renew a Professional Researcher who has served at least 50 percent time for eight or more consecutive years in the Professional Researcher series on the same campus when the programmatic needs of the lab/hiring unit, lack of work, the availability of appropriate funding for the position, or the Professional Researcher's conduct or performance do not justify renewal of the appointment.
 - 1) In the case of non-reappointment, the University shall provide

a written Notice of Intent not to reappoint an Academic Researcher at least sixty (60) days prior to the appointment's specified ending date. Either the appointment shall be extended to provide the required notice, or appropriate pay in lieu of notice shall be given. The University shall provide a simultaneous copy to the Union. The Notice shall state:

- a) the intended action is not to reappoint the appointee and the proposed effective date;
 - b) the basis for non-reappointment, including a copy of any materials supporting the decision not to reappoint;
 - c) the appointee's right to respond either orally or in writing within fourteen (14) calendar days of the date of issuance of the written Notice of Intent; and
 - d) the name of the person to whom the appointee should respond.
- 2) The Professional Researcher who receives a written Notice of Intent shall be entitled to respond, either orally or in writing, within fourteen (14) calendar days of the date of issuance of the written Notice of Intent. The response, if any, shall be reviewed by the administration.
 - 3) If the University decides not to reappoint a Professional Researcher who holds a term appointment, following the review of a timely response, if any, from the Professional Researcher, and within thirty (30) calendar days of the date of issuance of the written Notice of Intent, the University shall issue a written Notice of Action to the Professional Researcher and the Union of the non-reappointment and its effective date.

D. MERIT AND PROMOTION REVIEW PROCESS

1. General Conditions

- a When Professional Researchers are eligible for merit increases and promotions, such increases and promotions are based on research qualifications and accomplishments equivalent to those for the Professor series; professional competence and activity equivalent to those for the Professor series; and University and/or public service. Merit increases and promotions are not automatic.

- b. Professional Researchers eligible for review shall receive written notification in accordance with local campus procedures and at least six (6) weeks before materials are due. This notification shall include:
 - 1) A list of materials the Professional Researcher is responsible for providing and how they should be submitted;
 - 2) The date by which the Professional Researcher must submit all required materials;
 - 3) Links to the applicable collective bargaining agreement article(s) and campus guidelines and procedures for merits and promotions; and
 - 4) A statement of the date by which the merit increase or promotion in question shall be effective.
- c. A Professional Researcher may request an extension of the Section D.1.b.2 review deadlines due to a leave of absence taken under Article 12 - Leaves of Absence or Article 34 - Work-Incurred Injury or Illness. Such requests shall not be unreasonably denied.
- d. The effective date of merit increases and promotions as a result of the review process will be July 1st of the current review cycle or the date listed in the notice pursuant to D.1.b.4. If an approval decision is made after the effective date, the merit increase or promotion will be retroactive to the effective date listed in the notice pursuant to D.1.b.4.
- e. Consistent with this Agreement, decisions to grant or not grant a merit increase or promotion to individual Professional Researchers are at the sole discretion of the University. In the event a Professional Researcher is not awarded a merit increase or promotion following a review, the University shall include an explanation for its decision that shall accompany the review determination.
- f. The University is not precluded from granting merit increases of greater than one-step increase.
- g. A Professional Researcher may request to review their academic review file in accordance with the provisions of APM-160 that are applicable to them.
- h. At the University's sole discretion, the University may apply a search exemption for an internal hire/change in series from the Professional Researcher series to Specialist series, Project Scientist series, or Coordinator of Public Programs series, if the appointment is in the

same lab/unit or equivalent.

2. Review Period

- a. A Professional Researcher with an initial date of appointment between July 1 and January 1 shall be reviewed as follows:
 - 1) Assistant Professional Researchers at all steps and Associate Professional Researchers, up to Step III, shall be reviewed every two years.
 - 2) Associate Professional Researchers at Steps IV and V, and Full Professional Researchers at Steps I-IV, shall be reviewed every three years.
 - 3) Full Professional Researchers at Steps V and above shall be reviewed at least every five years, in accordance with local procedures.
- b. The review schedule for a Professional Researcher with an initial date of appointment between January 2 and June 30 will not commence until July 1 of that year. On July 1 of that year, the review schedules in Section D.2.a shall apply.
- c. An off-cycle review is one that takes place earlier than the standard review (as defined above).
 - 1) A Professional Researcher may request an off-cycle review (with the exception of campuses with half-steps, such as UC Berkeley and UC Davis). The reasons for the off-cycle review must be in writing and the proposed accelerated advancement must be submitted for written approval (or denial) to the designated University official, per campus guidelines and procedures.
 - 2) It is the University's sole discretion to determine whether to conduct the off-cycle review.
 - 3) The review file will be prepared in accordance with campus guidelines and procedures.
- d. Professional Researchers may request to defer their review, in accordance with local procedures. A deferred review is the omission of an academic review during a year when a review would normally take place. It is a neutral action that can only be initiated with the written request of the candidate.
 - 1) A review may be deferred if prolonged absence or other

unusual circumstances have resulted in insufficient evidence to evaluate performance. Reasons for review deferral must be in writing and all proposed deferrals must be submitted for written approval (or denial) to the designated University official. It is the University's sole discretion to determine review deferrals.

- 2) When a deferral takes place, the review is deferred for one year whether a person's review cycle is 2 or 3 years. A request for a deferral for an additional year should be regarded as a new request and thus subject to the same approval process described in D.2.d.1 above. After the completion of a review which has been deferred, the review cycle will resume anew at the 2- or 3-year interval. Work conducted during the extended review period shall be reviewed as though it were completed in the normal period.
- 3) Every Professional Researcher must be reviewed at least every five years.

3. Evaluation Criteria

- a A Professional Researcher under review for merit increase or promotion in this series shall be evaluated on the basis of all of the following criteria
 - 1) Research and Creative Work
 - a) Evidence of a productive and creative mind should be sought in the Professional Researcher's published research or recognized artistic production in original architectural or engineering designs, or the like;
 - b) Publications in research and other creative accomplishment should be evaluated, not merely enumerated. There should be evidence that the Professional Researcher is continuously and effectively engaged in creative activity of high quality and significance. Work in progress should be assessed whenever possible. When published work in joint authorship (or other product of joint effort) is presented as evidence, it is the responsibility of the department chair or equivalent to establish as clearly as possible the role of the Professional Researcher in the joint effort. It should be recognized that special cases of

collaboration occur in the performing arts and that the contribution of a particular collaborator may not be readily discernible by those viewing the finished work. When the Professional Researcher is such a collaborator, it is the responsibility of the department chair or equivalent to make a separate evaluation of the Professional Researcher's contribution and to provide outside opinions based on observation of the work while in progress. Account should be taken of the type and quality of creative activity normally expected in the Professional Researcher's field. Appraisals of publications or other works in the scholarly and critical literature provide important testimony. Due consideration should be given to variations among fields and specialties and to new genres and fields of inquiry;

- c) Textbooks, reports, circulars, and similar publications normally are considered evidence of public service. However, contributions by Professional Researchers to the professional literature or to the advancement of professional practice or professional education, including contributions to the advancement of equitable access and diversity in education, should be judged creative work when they present new ideas or original scholarly research; and
- d) In certain fields such as art, architecture, dance, music, literature, and drama, distinguished creation should receive consideration equivalent to that accorded to distinction attained in research. In evaluating artistic creativity, an attempt should be made to define the Professional Researcher's merit in the light of such criteria as originality, scope, richness, and depth of creative expression. It should be recognized that in music, drama, and dance, distinguished performance, including conducting and directing, is evidence of a Professional Researcher's creativity.

2) Professional competence and activity

- a) The Professional Researcher's professional activities should be scrutinized for evidence of achievement and

leadership in the field and of demonstrated progressiveness in the development or utilization of new approaches and techniques for the solution of professional problems, including those that specifically address the professional advancement of individuals in underrepresented groups in the Professional Researcher's field. It is the responsibility of the department chair or equivalent to provide evidence that the position in question is of the type described above and that the Professional Researcher is qualified to fill it.

- b) In certain positions in the professional schools and colleges, such as architecture, business administration, dentistry, engineering, law, medicine, etc., a demonstrated distinction in the special competencies appropriate to the field and its characteristic activities should be recognized as a criterion for advancement.
- 3) University and/or public service at the Associate Researcher and Full Researcher ranks:
 - a) Services by Professional Researchers to the University, community, state, and nation, both in their special capacities as scholars and in areas beyond those special capacities when the work done is at a sufficiently high level and of sufficiently high quality, should likewise be recognized as evidence for advancement.
 - b) University and/or public service may include service on research review boards, study panels, grant agency review panels, and professional societies, as well as organizing research conferences.
 - c) Assistant Professional Researchers are not required to participate in service activities.
- 4. In accordance with existing campus practices, a campus may require a career review at Full Step VI. This advancement involves an overall career review and will be granted on evidence of sustained and continuing excellence in scholarship or creative achievement. Above and beyond that,

great academic distinction, recognized nationally or internationally, will be required in scholarly or creative achievement. Advancements to Full Steps VII through IX will only be granted on evidence of continuing achievement at the level required for advancement to Step VI.

5. Advancement to above-scale involves an overall career review and is reserved only for the most highly distinguished researchers whose work of sustained and continuing excellence has attained national and international recognition and broad acclaim reflective of its significant impact. While advancement will not occur after less than four years at Step IX, mere length of service and continued good performance at Step IX is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which advancement to Step IX was based.
6. A further merit increase in salary for a Full Professional Researcher already serving at an above-scale salary level must be justified by new evidence of merit and distinction. Continued good service is not an adequate justification. Intervals between such salary increases may be indefinite, and only in the most superior cases where there is strong and compelling evidence will increases at intervals shorter than four years be approved.

4. Merit and Promotion Guidelines and Procedures

- a. The UAW shall be provided the applicable campus merit and promotion guidelines and procedures as they exist or as they are developed.
- b. The University may change campus merit and promotion guidelines and procedures according to the normal campus processes for revising such guidelines and procedures.
 - 1) The University shall provide to the UAW proposed changes to campus merit and promotion guidelines and procedures at least thirty (30) calendar days prior to finalization. The University will begin to apply changed guidelines and procedures to individual Professional Researchers only with the beginning of the Professional Researchers merit review cycle.

ARTICLE 22

PROJECT SCIENTIST SERIES

A. GENERAL PROVISIONS

1. Definition

Appointees in this series must have earned a doctorate or its equivalent. The Chancellor, or their designee, may grant an exception to this requirement. Titles in the Project Scientist series are assigned to those appointees who make significant and creative contributions to a research or creative project in any academic discipline. Appointees in this series may be ongoing members of a research team or may be employed for a limited period of time to contribute high-level skills to a specific research or creative program. Appointees in this series are not required to carry out independent research or to develop an independent research reputation, nor do they have teaching responsibilities. Demonstrated capacity for fully independent research or research leadership as required in the Professional Researcher series are not required in this series. However, a broad range of knowledge and competency and a higher level of independence than appointees in the Specialist series are expected.

2. University's Academic and Management Rights

- a. The University shall have the sole, non-grievable discretion to determine promotions, merit increases, and non-reappointments, per Article 13 - Management and Academic Rights.
- b. Academic judgment is not subject to grievance or arbitral review. As such, an arbitrator shall not have the authority to substitute their judgment for the University's judgment regarding the Project Scientists' performance or qualifications, nor shall the arbitrator have the authority to order the University to provide a merit increase or promotion. If the arbitrator finds a procedural violation, the arbitrator's authority shall be limited solely to ordering the University to repeat the review from the point at which the violation occurred.

3. Pursuant to local guidelines and procedures, appointees in the Project Scientist series may be eligible to be considered for exceptional Principal Investigator/Co-Principal Investigator status.

B. RANKS AND STEPS

1. General Conditions

- a. The following ranks and steps apply to the Project Scientist series:
 - 1) Assistant Project Scientist I-VI
 - 2) Associate Project Scientist I-V
 - 3) Project Scientist I-IX (for purposes of this Article, referred to as “Full”)
- b. At the Davis campus, each step has a corresponding half-step (e.g., Associate Project Scientist Step I, I.5, II, II.5, etc.). Provisions in this section pertaining to normative time at each step and to overlapping steps also apply to the applicable half-steps at the Davis campus.

2. Normative Time at Each Step

- a. The normal time at each step within the Assistant and Associate rank is 2 years, with these exceptions: Time at the steps of Associate Project Scientist IV and V is 3 years. Within the Full Project Scientist rank, normal time at Steps I-IV is 3 years. Time at Full Project Scientist Step V and above may be for an indefinite time.
- b. For initial appointments that begin mid-cycle, the time for the first review period may be more or less than the normative time above. See Section D.2.b below regarding review schedules.

3. Overlapping Steps

- a. Assistant Step V and Associate Step I are overlapping steps. Assistant Step VI and Associate Step II are overlapping steps. Associate Step IV and Full Step I are overlapping steps. Associate Step V and Full Step II are overlapping steps. Time at the lower ranked step in a pair of overlapping steps may be in lieu of time at the higher ranked step in the same pair.
- b. When time at an Assistant ranked step in a pair of overlapping steps is followed by time at the Associate ranked step in the same pair, the combined time at both steps may be two years. When time at an Associate ranked step in a pair of overlapping steps is followed by

time at the Full ranked Step in the same pair, the combined time at both steps may be three years.

- c. Locations may, in accordance with local campus practices, limit the use of Assistant rank, Steps V and VI and Associate rank, Steps IV and V.

C. TERM OF APPOINTMENT

1. Appointment Length

- a. An appointment in the Project Scientist series shall normally have a specified ending date and appointment percentage, and the appointment shall terminate on the specified ending date without any further action.

2. Initial Appointments

a. First Appointment

The Project Scientist's first appointment shall be for a minimum of one-year, provided that there is work, programmatic need, and appropriate funding. In making initial appointments, the determination of work, programmatic need, and appropriate funding are within the University's sole discretion, per Article 13 - Management and Academic Rights.

b. Reappointment Before First Merit Review

All reappointments before the Project Scientist's first merit review shall be for a minimum of one-year terms. In the event of a change in programmatic need in the lab/hiring unit, lack of work, or lack of appropriate funding, prior to the end of the appointment, the University shall follow Article 11 – Layoff and Reduction in Time.

c. Reappointments After First Merit Review

- 1) Once the Project Scientist has undergone their first merit review, if they are reappointed, they will be reappointed for a term equivalent to at least the normative period of review for their rank and step, as described in this article.
- 2) A Project Scientist at steps with no normative time must be reviewed at least every five (5) years. Following the review, such a Project Scientist shall be reappointed for a minimum

of three (3) years which may be followed by a subsequent two (2) year appointment to bring the Project Scientist to the next five (5) year review.

- d. Campuses are not prohibited from providing longer-term appointments. A longer-term appointment may be appropriate to sync up the Project Scientist's term appointment with the merit review cycle.
- 3. The supervisor shall ensure that the overall effort expected of the Project Scientist is commensurate with the appointment percentage.
- 4. For campuses that adopt an eight-year limitation of service, service as a 50% or more Assistant Project Scientist is limited to eight years of service (with the 8th year being the terminal year). Six months or more of service within any fiscal year as either an Assistant Project Scientist or an Assistant Professional Researcher counts towards the eight-year limit.
- 5. When a Project Scientist simultaneously holds a University teaching appointment or other University position, the sum of all University appointments shall not exceed one-hundred percent (100%).
- 6. Non-Reappointment
 - a. Appointments of Less Than 50 Percent Time: The University is not obligated to give written notice of non-reappointment to Project Scientists who hold appointments at less than 50 percent time or short-term appointments of less than a year.
 - b. Appointments of More Than 50 Percent Time With Fewer Than Eight Consecutive Years of Service: For Project Scientists who have served fewer than eight consecutive years in the Project Scientist series on a campus, the appointment terminates automatically on its specified ending date unless notice of reappointment is given. It is within the University's sole discretion not to reappoint a Project Scientist under this section, so long as the reasons for non-reappointment are not unlawful or in violation of this Agreement.
 - c. Appointments of More Than 50 Percent With Eight or More Consecutive Years of Service: The University may decide not to renew a Project Scientist who has served at least 50 percent time for eight or more consecutive years in the Project Scientist series on the

same campus when the programmatic needs of the lab/hiring unit, lack of work, the availability of appropriate funding for the position, or the Project Scientist's conduct or performance do not justify renewal of the appointment.

- 1) In the case of non-reappointment, the University shall provide a written Notice of Intent not to reappoint the Project Scientist at least sixty (60) days prior to the appointment's specified ending date. Either the appointment shall be extended to provide the required notice, or appropriate pay in lieu of notice shall be given. The University shall provide a simultaneous copy to the Union. The Notice shall state:
 - a) the intended action is not to reappoint the Project Scientist and the proposed effective date;
 - b) the basis for non-reappointment, including a copy of any materials supporting the decision not to reappoint;
 - c) the Project Scientist's right to respond either orally or in writing within fourteen (14) calendar days of the date of issuance of the written Notice of Intent; and
 - d) the name of the person to whom the Project Scientist should respond.
- 2) The Project Scientist who receives a written Notice of Intent shall be entitled to respond, either orally or in writing, within fourteen (14) calendar days of the date of issuance of the written Notice of Intent. The response, if any, shall be reviewed by the administration.
- 3) If the University decides not to reappoint the Project Scientist who holds a term appointment, following the review of a timely response, if any, from the Project Scientist, and within thirty (30) calendar days of the date of issuance of the written Notice of Intent, the University shall issue a written Notice of Action to the Project Scientist and the Union of the non-reappointment and its effective date.

D. MERIT AND PROMOTION REVIEW PROCESS

1. General Conditions

- a. When Project Scientists are eligible for merit increases and promotions, such increases and promotions are based on academic attainment, experience, and performance, and are not automatic.
- b. Project Scientists eligible for review shall receive written notification in accordance with local campus procedures and at least six (6) weeks before materials are due. This notification shall include:
 - 1) A list of materials the Project Scientist is responsible for providing and how they should be submitted;
 - 2) The date by which the Project Scientist must submit all required materials;
 - 3) Links to the applicable collective bargaining agreement article(s) and campus guidelines and procedures for merits and promotions; and
 - 4) A statement of the date by which the merit increase or promotion in question shall be effective.
- c. A Project Scientist may request an extension of the Section D.1.b.2 review deadlines due to a leave of absence taken under Article 12 - Leaves of Absence or Article 34 - Work-Incurred Injury or Illness. Such requests shall not be unreasonably denied.
- d. The effective date of merit increases and promotions as a result of the review process will be July 1st of the current review cycle or the date listed in the notice pursuant to D.1.b.4. If an approval decision is made after the effective date, the merit increase or promotion will be retroactive to the effective date listed in the notice pursuant to D.1.b.4.
- e. Consistent with this Agreement, decisions to grant or not grant a merit increase or promotion to individual Project Scientists are at the sole discretion of the University. In the event a Project Scientist is not awarded a merit increase or promotion following a review, the University shall include an explanation for its decision that shall accompany the review determination.
- f. The University is not precluded from granting merit increases of greater than a one-step increase.

- g. A Project Scientist may request to review their academic review file in accordance with the provisions of APM-160 that are applicable to them.
- h. At the University's sole discretion, the University may apply a search exemption for an internal hire/change in series from the Project Scientist series to Professional Researchers series, Specialist series, or Coordinator of Public Programs series, if the appointment is in the same lab/unit or equivalent.

2. Review Period

- a. A Project Scientist with an initial date of appointment between July 1st and January 1st shall be reviewed as follows:
 - 1) Assistant Project Scientists at all steps and Associate Project Scientists, up to Step III, shall be reviewed every two years.
 - 2) Associate Project Scientists at Steps IV and V, and Full Project Scientists at Steps I-IV, shall be reviewed every three years.
 - 3) Full Project Scientists at Steps V and above shall be reviewed at least every five years, in accordance with local procedures.
- b. The review schedule for a Project Scientist with an initial date of appointment between January 2nd and June 30th will not commence until July 1st of that year. On July 1st of that year, the review schedules in Section D.2.a shall apply.
- c. An off-cycle review is one that takes place earlier than the standard review (as defined above).
 - 1) A Project Scientist may request an off-cycle review (with the exception of campuses with half-steps, such as UC Davis). The reasons for the off-cycle review must be in writing and the proposed accelerated advancement must be submitted for written approval (or denial) to the designated University official, per campus guidelines and procedures.
 - 2) It is the University's sole discretion to determine whether to conduct the off-cycle review.

- 3) The review file will be prepared in accordance with campus guidelines and procedures.
- d. Project Scientists may request to defer their review, in accordance with local procedures. A deferred review is the omission of an academic review during a year when a review would normally take place. It is a neutral action that can only be initiated with the written request of the candidate.
- 1) A review may be deferred if prolonged absence or other unusual circumstances have resulted in insufficient evidence to evaluate performance. Reasons for review deferral must be in writing and all proposed deferrals must be submitted for written approval (or denial) to the designated University official. It is the University's sole discretion to determine review deferrals.
 - 2) When a deferral takes place, the review is deferred for one year whether a person's review cycle is 2 or 3 years. A request for a deferral for an additional year should be regarded as a new request and thus subject to the same approval process described in D.2.d.1 above. After the completion of a review which has been deferred, the review cycle will resume anew at the 2- or 3-year interval. Work conducted during the extended review period shall be reviewed as though it were completed in the normal period.
 - 3) Every Project Scientist must be reviewed at least every five years.

3. Evaluation Criteria

- a. A candidate for merit increase or promotion in this series shall be evaluated on the basis of the following criteria:
- 1) Demonstrated significant, original, and creative contributions to a research or creative program or project; and
 - 2) Professional competence and activity.
- b. Project Scientists need not demonstrate the same independence or scholarly breadth as members of the Professional Research series.

- c. Service as a Principal Investigator is not required for an appointment, merit increase, or promotion in this series.
- d. In accordance with existing campus practices, a campus may require a career review at Step VI or to above-scale. This advancement will be granted on evidence of sustained and continuing excellence in scholarship or creative research achievement involving great academic distinction recognized nationally or internationally. Advancements to Full Steps VII through IX will only be granted on evidence of continuing achievement at the level required for advancement to Step VI.

4. Merit and Promotion Guidelines and Procedures

- a. The UAW shall be provided the applicable campus merit and promotion guidelines and procedures as they exist or as they are developed. Links to current campus guidelines and procedures may be found in Appendix B of this agreement.
- b. The University may change campus merit and promotion guidelines and procedures according to the normal campus processes for revising such guidelines and procedures.
 - 1) The University shall provide to the UAW proposed changes to campus merit and promotion guidelines and procedures at least thirty (30) calendar days prior to finalization. The University will begin to apply changed guidelines and procedures to individual Project Scientists only with the beginning of the Project Scientist's merit review cycle.

ARTICLE 23 REASONABLE ACCOMMODATION

A. GENERAL CONDITIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified Academic Researchers who are disabled or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

B. MEDICAL DOCUMENTATION

When requested by the University, the Academic Researcher is responsible for providing the University with medical documentation identifying work restrictions and how such restrictions limit the Academic Researcher's ability to perform the essential functions of the job. The University may require that an Academic Researcher be examined by an appropriate University-appointed licensed health care provider. In such a case, the University shall pay the costs of the University-appointed health care provider.

C. THE INTERACTIVE PROCESS

1. When an Academic Researcher requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the Academic Researcher and appropriate University representatives (e.g., supervisor, departmental administrator, Principal Investigator, department or unit head, Disability Manager, or other appropriate University representative) about possible options for reasonably accommodating the Academic Researcher's disability. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the Academic Researcher are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation. The Academic Researcher may elect to have the Union represent them in this process.

2. During the interactive process, the University considers information related to: the essential functions of the job, the Academic Researcher's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the Academic Researcher's suggestions regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented.
 - a. The University will consider reasonable accommodations that would enable the Academic Researcher to continue (or resume) performing the essential functions of their assigned position for the duration of the appointment, which may include a temporary alternate assignment.
 - b. If the Academic Researcher cannot be reasonably accommodated in accordance with 2.a. above, the Academic Researcher will be provided with a leave of absence as a reasonable accommodation as defined in paragraphs 1, 2, and 3 below.
 - 1) In addition to any leave to which the Academic Researcher may be entitled as Family and Medical Leave (including, but not limited to, Pregnancy Disability Leave), the Academic Researcher will be provided with unpaid leave time of no more than ninety (90) days as a reasonable accommodation, unless otherwise required by law.
 - 2) The Academic Researcher may use any accrued sick days or accrued vacation to be compensated during this period of otherwise unpaid leave.
 - 3) In no circumstances shall leave be granted beyond the expiration of the Academic Researcher's current appointment.
3. The University is not obligated to implement an accommodation that would present an undue hardship.

D. TEMPORARY WORK ADJUSTMENT

If the Interactive Process is initiated in accordance with Section C above, the supervisor/department administrator, in consultation with the disability

management team, may assist in a temporary work adjustment until the Interactive Process is completed.

- a. Such workplace adjustment may be the ultimate reasonable accommodation as determined by the Interactive Process.

ARTICLE 24 SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect. The parties shall meet and confer in good faith with respect to any provision found to be in contravention of the law.

ARTICLE 25 SICK LEAVE

A. GENERAL PROVISION

1. Academic Researchers accrue sick leave at the rate of one (1) day per month for full-time service, including leaves with pay. Academic Researchers paid biweekly will accrue sick leave as a factor of one (1) day per month each quadri-weekly pay cycle.
2. Academic Researchers appointed less than full-time but at 50% or more accrue sick leave at a proportional rate. Academic Researchers appointed less than 50% time do not accrue sick leave.
3. An appointee who is on leave without pay for a work-incurred injury, illness, or disability and is receiving temporary disability payments accrues sick leave on the same basis as if regularly employed, but such accrued sick leave is credited to the appointee only upon return to work.
4. The University shall carry forward unused sick leave to subsequent eligible appointments at the University of California. If an Academic Researcher transfers to a position in the University for which sick leave does not accrue, then the Academic Researcher shall retain the sick leave balance, which may be available for use if the Academic Researcher later transfers to a position in which sick leave accrues.
5. Unused accrued sick leave balances will be converted to UCRP service credit at retirement, in accordance with UCRP provisions, if an appointee retires within four (4) months after leaving University employment.
6. Reemployment after a Break in Service

An Academic Researcher who is reemployed after a separation from employment of less than fifteen (15) calendar days shall have all unused sick leave from prior service reinstated unless the leave balance was previously converted to UCRP service credit upon retirement.

 - a. If the separation from employment lasted more than fifteen (15) calendar days but less than six (6) months, not more than eighty (80) hours of sick leave shall be reinstated.
 - b. If the separation lasted for six (6) months (180 days) or more, sick leave shall not be reinstated.

B. USE OF SICK LEAVE

1. Sick leave may be used for the Academic Researcher's personal illness, medical appointments, childbearing, and disability. Sick leave may also be used for medical appointments for a family member, to attend to the illness of a family member, or bereavement due to the death of an Academic Researcher's family member as defined in §D, below.
2. Sick leave may also be used, at the Academic Researcher's option, during Family and Medical Leave which the Academic Researcher is entitled under Article 12 - Leaves of Absence when the Academic Researcher is taking Family and Medical Leave for any covered reason other than qualifying exigency leave.
3. While receiving injury or illness compensation under the Workers' Compensation Act, an absent Academic Researcher may also use accrued sick leave to supplement workers' compensation payments provided the total of the sick leave pay and workers' compensation benefit does not exceed the Academic Researcher's UCRP covered compensation for the period.
4. For an Academic Researcher holding an appointment with a specified ending date, sick leave shall not be approved beyond the ending date of the appointment. In the event the appointment is renewed or extended or a subsequent appointment is made, further leave may be granted.
5. FLSA Exempt Academic Researchers
 - a. Use of sick leave is recorded in one-day increments. Approved absences of less than one full day do not require the use of sick leave.
 - b. For the purposes of this Article, a "day" means a "workday."
 - c. FLSA-exempt Academic Researchers who are on a reduced schedule use a full day of sick leave when absent for their entire reduced time "day" on which they are absent.
6. FLSA Non-Exempt Academic Researchers

FLSA non-exempt Academic Researchers record sick leave use to the nearest quarter hour.

C. DOCUMENTATION

The University may require that an Academic Researcher submit satisfactory

documentation of personal or family illness. Such requirement shall be communicated to the Academic Researcher prior to the scheduled return to work date.

D. DEFINITION OF FAMILY MEMBERS FOR SICK LEAVE USAGE

Family member (including step-family member) for the purpose of use of sick leave and bereavement leave is defined as one's parent, parent-in-law, spouse, sibling, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or legal ward who is under 18 years old). Parent includes a biological, foster or adoptive parent, step-parent or legal guardian, or an individual who stood in loco parentis while the Academic Researcher was a child. Child includes a biological, adopted, foster, step, legal ward, or a child for whom the Academic Researcher stands in loco parentis, provided the child is either under the age of 18 years old or incapable of self-care because of a mental or physical disability.

ARTICLE 26 SPECIALIST SERIES

A. GENERAL PROVISIONS

1. Definition

Titles in the Specialist series are assigned to those appointees who are engaged in specialized research, professional activity, and University and/or public service and who do not have any formal teaching responsibilities. Specialists are expected to use their professional expertise to make scientific and scholarly contributions to the research enterprise of the University and to achieve recognition in the professional and scientific community. Specialists may participate in University and/or public service depending upon funding source and the duties required by the job description for the position.

Most Specialist appointments are made to provide research projects with special skills, experience, and knowledge. A Specialist provides considerable independent input into the planning and execution of research; however, the Specialist generally works under the direction of an appointee in the Professional Research or Professorial series. Individuals may be appointed in the Specialist Series to positions in which conducting research is not the principal responsibility, and in which they provide specialized skills in support of research. The Specialist provides a service to a supervisor, a group, or the institution.

2. University's Academic and Management Rights

- a. The University shall have the sole, non-grievable discretion to determine promotions, merit increases, and non-reappointments, per Article 13 - Management and Academic Rights.
- b. Academic judgment is not subject to grievance or arbitral review. As such, an arbitrator shall not have the authority to substitute their judgment for the University's judgment regarding the Specialists' performance or qualifications, nor shall the arbitrator have the authority to order the University to provide a merit increase or promotion. If the arbitrator finds a procedural violation, the arbitrator's authority shall be limited solely to ordering the University to repeat the review from the point at which the violation occurred.

3. Pursuant to local guidelines and procedures, appointees in the Specialist series may be eligible to be considered for exceptional Principal Investigator/Co-Principal Investigator status.

B. RANKS AND STEPS

1. General Conditions

a The following ranks and steps apply to the Specialist series:

- 1) Junior Specialist, Step I-II – Appointees to the Junior rank should possess a baccalaureate degree (or equivalent degree) or equivalent research experience.
- 2) Assistant Specialist, Step I-III – Appointees to the Assistant rank should possess expertise consistent with four (4) to six (6) years of training and/or experience in the relevant specialization. Appropriate qualifications for appointees at this rank would include possession of a Master's degree in a relevant discipline, or possession of a relevant baccalaureate degree plus three (3) or more year of research experience.
- 3) Associate Specialist, Step I-IV – Appointees to the Associate rank should possess a master's degree (or equivalent degree) or five to ten years of experience demonstrating expertise in the relevant specialization. Associate Specialists are normally expected to have a record of academic accomplishments, including contributions to published or in- press research in the field and a demonstrated record of University and/or public service.
- 4) Specialist (for purposes of this Article, referred to as "Full"), Step I-IX – Appointees to the Full rank should possess a terminal degree (or equivalent degree) or ten or more years of experience demonstrating expertise in the relevant specialization. Specialists at full rank are normally expected to have a significant record of academic accomplishments, including contributions to published or in-press research in the field, professional recognition in the field, and a demonstrated record of University and/or public service.

- b. At the Davis campus, each step has a corresponding half-step (e.g., Assistant Specialist Step I, I.5, II, II.5, etc.), beginning with the Assistant rank and above. Provisions in this section pertaining to normative time at each step and to overlapping steps also apply to the applicable half-steps at the Davis campus.
- c. Junior Specialists are normally appointed for a term not to exceed one year, and may be reappointed for a maximum of one second full year. An additional reappointment for up to a third full year may be requested by a PI and is subject to review and approval by the relevant Dean or appropriate designee. No Junior Specialist will be appointed at this rank for more than three (3) years.

2. Normative Time at Each Step

- a. The normal time at each step within the Junior Specialist rank is 1 year. The normal time at each step within the Assistant and Associate Specialist rank is 2 years. Within the Full Specialist rank normal time at Steps I-VIII is 3 years. Time at Full Specialist, Step IX is for 4 years but may be for an indefinite time.
- b. With the exception of Junior Specialists, for initial appointments that begin mid-cycle, the time for the first review period may be more or less than the normative time above. See Section D.2.b below regarding review schedules.

C. **TERM OF APPOINTMENT**

1. Appointment Length

- a. An appointment in the Specialist series shall normally have a specified ending date and appointment percentage, and the appointment shall terminate on the specified ending date without any further action. An appointment to Full Specialist Step IX may be for an indefinite duration.
- b. Initial Appointments
 - 1) First Appointment

The Specialist's first appointment shall be for a minimum of one-year, provided that there is work, programmatic need, and appropriate funding. In making initial appointments, the

determination of work, programmatic need, and appropriate funding are within the University's sole discretion, per Article 13 - Management and Academic Rights.

2) Reappointment Before First Merit Review

All reappointments before the Specialist's first merit review shall be for a minimum of one-year terms. In the event of a change in programmatic need in the lab/hiring unit, lack of work, or lack of appropriate funding, prior to the end of the appointment, the University shall follow Article 11 – Layoff and Reduction in Time.

c. Reappointments After First Merit Review

1) Once the Specialist has undergone their first merit review, if they are reappointed, they will be reappointed for a term equivalent to at least the normative period of review for their rank and step, as described in this article.

2) A Specialist at steps with no normative time must be reviewed at least every five (5) years. Following the review, such a Specialist shall be reappointed for a minimum of three (3) years which may be followed by a subsequent two (2) year appointment to bring the Specialist to the next five (5) year review.

d. Campuses are not prohibited from providing longer-term appointments. A longer-term appointment may be appropriate to sync up the Specialist's term appointment with the merit review cycle.

2. The supervisor shall ensure that the overall effort expected of the Specialist is commensurate with the appointment percentage.

3. When a Specialist simultaneously holds a University teaching appointment or other University position, the sum of all University appointments shall not exceed one-hundred percent (100%).

4. Non-Reappointment

a. Appointments of Less Than 50 Percent Time: The University is not obligated to give written notice of non-reappointment to Specialists

who hold appointments at less than 50 percent time or short-term appointments of less than a year.

- b. Appointments of More Than 50 Percent Time With Fewer Than Eight Consecutive Years of Service: For Specialists who have served fewer than eight consecutive years in the Specialist series on a campus, the appointment terminates automatically on its specified ending date unless notice of reappointment is given. It is within the University's sole discretion not to reappoint a Specialist under this section, so long as the reasons for non-reappointment are not unlawful or in violation of this Agreement.
- c. Appointments of More Than 50 Percent With Eight or More Consecutive Years of Service: The University may decide not to renew a Specialist who has served at least 50 percent time for eight or more consecutive years in the Specialist series on the same campus when the programmatic needs of the lab/hiring unit, lack of work, the availability of appropriate funding for the position, or the Specialist's conduct or performance do not justify renewal of the appointment.
 - 1) In the case of non-reappointment, the University shall provide a written Notice of Intent not to reappoint the Specialist at least sixty (60) days prior to the appointment's specified ending date. Either the appointment shall be extended to provide the required notice, or appropriate pay in lieu of notice shall be given. The University shall provide a simultaneous copy to the Union. The Notice shall state:
 - a) the intended action is not to reappoint the Specialist and the proposed effective date;
 - b) the basis for non-reappointment, including a copy of any materials supporting the decision not to reappoint;
 - c) the Specialist's right to respond either orally or in writing within fourteen (14) calendar days of the date of issuance of the written Notice of Intent; and
 - d) the name of the person to whom the Specialist should respond

- 2) The Specialist who receives a written Notice of Intent shall be entitled to respond, either orally or in writing, within fourteen (14) calendar days of the date of issuance of the written Notice of Intent. The response, if any, shall be reviewed by the administration.
- 3) If the University decides not to reappoint the Specialist who holds a term appointment, following the review of a timely response, if any, from the Specialist, and within thirty (30) calendar days of the date of issuance of the written Notice of Intent, the University shall issue a written Notice of Action to the Specialist and the Union of the non-reappointment and its effective date.

D. MERIT AND PROMOTION REVIEW PROCESS

1. General Conditions

- a When Specialists are eligible for merit increases and promotions, such increases and promotions are based on academic attainment, experience, and performance, and are not automatic.
- b Specialists eligible for review shall receive written notification in accordance with local campus procedures and at least six (6) weeks before materials are due. This notification shall include:
 - 1) A list of materials the Specialist is responsible for providing and how they should be submitted;
 - 2) The date by which the Specialist must submit all required materials;
 - 3) Links to the applicable collective bargaining agreement article(s) and campus guidelines and procedures for merits and promotions; and
 - 4) A statement of the date by which the merit increase or promotion in question shall be effective.
- c A Specialist may request an extension of the Section D.1.b.2 review deadlines due to a leave of absence taken under Article 12 - Leaves

of Absence or Article 34 - Work-Incurred Injury or Illness. Such requests shall not be unreasonably denied.

- d. The effective date of merit increases and promotions as a result of the review process will be July 1st of the current review cycle or the date listed in the notice pursuant to D.1.b.4. If an approval decision is made after the effective date, the merit increase or promotion will be retroactive to the effective date listed in the notice pursuant to D.1.b.4.
- e. Consistent with this Agreement, decisions to grant or not grant a merit increase or promotion to individual Specialists are at the sole discretion of the University. In the event a Specialist is not awarded a merit increase or promotion following a review, the University shall include an explanation for its decision that shall accompany the review determination.
- f. The University is not precluded from granting merit increases of greater than a one-step increase.
- g. A Specialist may request to review their academic review file in accordance with the provisions of APM-160 that are applicable to them.
- h. At the University's sole discretion, the University may apply a search exemption for an internal hire/change in series from the Specialist series to Professional Researchers series, Project Scientist series, or Coordinator of Public Programs series, if the appointment is in the same lab/unit or equivalent. At the University's sole discretion, if the University provides a search waiver for a postdoctoral scholar into the Specialist series, and the postdoctoral scholar served five or more years as a postdoctoral scholar at the University of California, the University will not appoint the postdoctoral scholar as a Junior Specialist or Assistant Specialist.

2. Review Period

- a. A Specialist with an initial date of appointment between July 1 and January 1 shall be reviewed as follows:
 - 1) Junior Specialists do not undergo merit review.

- 2) Assistant and Associate Specialists shall be reviewed every two years.
 - 3) Full Specialists shall be reviewed every three years, except for Step IX, which shall be reviewed every four years.
- b. The review schedule for a Specialist with an initial date of appointment between January 2 and June 30 will not commence until July 1 of that year. On July 1 of that year, the review schedules in Section D.2.a shall apply.
- c. An off-cycle review is one that takes place earlier than the standard review (as defined above).
- 1) A Specialist may request an off-cycle review (with the exception of campuses with half-steps, such as UC Davis).
 - 2) The reasons for the off-cycle review must be in writing and the proposed accelerated advancement must be submitted for written approval (or denial) to the designated University official, per campus guidelines and procedures.
 - 3) It is the University's sole discretion to determine whether to conduct the off-cycle review.
 - 4) The review file will be prepared in accordance with campus guidelines and procedures.
- d. Specialists may request to defer their review, in accordance with local procedures. A deferred review is the omission of an academic review during a year when a review would normally take place. It is a neutral action that can only be initiated with the written request of the candidate.
- 1) A review may be deferred if prolonged absence or other unusual circumstances have resulted in insufficient evidence to evaluate performance. Reasons for review deferral must be in writing and all proposed deferrals must be submitted for written approval (or denial) to the designated University official. It is the University's sole discretion to determine review deferrals.

- 2) When a deferral takes place, the review is deferred for one year whether a person's review cycle is 2 or 3 years. A request for a deferral for an additional year should be regarded as a new request and thus subject to the same approval process described in D.2.d.1 above. After the completion of a review which has been deferred, the review cycle will resume anew at the 2- or 3-year interval. Work conducted during the extended review period shall be reviewed as though it were completed in the normal period.
- 3) Every Specialist must be reviewed at least every five years.

3. Evaluation Criteria

- a A candidate for advancement in the Specialist series is evaluated on such criteria as level of expertise and ability to work independently, professional competence, the complexity of the research responsibilities, the potential for intellectual/scientific contributions to the field, the scope of professional activities, and University and public service.
- b A candidate for merit increase or promotion in this series shall be evaluated on the basis of the following criteria:
 - 1) Performance in Research - Specialists must be continuously and effectively engaged in research activity of scholarly quality and significance in the defined area of expertise and specialization. All Specialists are judged on performance in research. Evidence may include one or more of the following:
 - a) Letters from collaborators or principal investigators documenting that work performed by the Specialist contributed to published research;
 - b) Recognized expertise, including formal documentation of intellectual effort, presentation of research at regional/national meetings, creative contributions to intellectual property (e.g., patents), eligibility to serve as principal investigator, and/or invitations to participate in research projects

- c) Documentation of effective planning and execution of research projects;
 - d) Publications on which the Specialist is an author or that credit the Specialist in the acknowledgement section of the work; and
 - e) Active dissemination of information through training, presentations, or other means stemming from the Specialist's research.
- 2) Professional Competence and Activity - Specialists may engage in professional activities that are directly related to their professional expertise and achievement. The Specialist's professional activities will be evaluated for evidence of achievement and recognition in the Specialist's field of expertise and for contributions to the development or utilization of new approaches and techniques. Evidence of professional competence and activity, which is optional for Junior and Assistant Specialists but required for Associate and Full Specialists, may include:
- a) Participation in professional societies or groups and other educational and research organizations;
 - b) Service on advisory panels;
 - c) Invitations to review research and/or grant proposals;
 - d) Review of journal manuscripts and other publications related to the Specialist's area of expertise; and
 - e) Additional education and credentials as related to the specialized area of research.
- 3) University and Public Service - Specialists may engage in University and/or public service provided these services comply with the requirements of the candidate's funding source. Such service should be related to the candidate's area of professional expertise and achievement. Service activities may be at the level of the department, the organized research unit (ORU), the college/school/division, the campus, the University, and/or the public. For example, Specialists

may serve as a liaison with and respond to the needs of various industry organizations, state and federal agencies, and other external groups on issues related to their area of expertise. At the Junior and Assistant Specialist ranks, University and/or public service may be minimal.

c. Advancement to Above-Scale

- 1) Advancement to Above-Scale status involves an overall career review and is reserved for only the most highly distinguished Specialists whose:
 - a) work of sustained and continuing excellence has attained national and international recognition and broad acclaim reflective of its significant impact;
 - b) professional achievement is outstanding; and
 - c) service is highly meritorious.
- 2) Advancement requires demonstration of additional merit and distinction beyond the performance on which advancement to Full, Step IX was based. Except in rare and compelling cases, advancement will not occur in less than four years at Step IX; mere length of service and continued performance at Step IX is not justification for further advancement.
- 3) A further merit increase for an individual already serving at Above-Scale salary level must be justified by new evidence of distinguished achievement; continued performance is not an adequate justification. Only in the most superior cases with strong and compelling evidence will a further increase be approved at an interval shorter than four years.

4. Merit and Promotion Guidelines and Procedures

- a. The UAW shall be provided the applicable campus merit and promotion guidelines and procedures as they exist or as they are developed. Links to current campus guidelines and procedures may be found in Appendix B of this agreement.

- b. The University may change campus merit and promotion guidelines and procedures according to the normal campus processes for revising such guidelines and procedures.
 - 1) The University shall provide to the UAW proposed changes to campus merit and promotion guidelines and procedures at least thirty (30) calendar days prior to finalization. The University will begin to apply changed guidelines and procedures to individual Specialists only with the beginning of the Specialists' merit review cycle.

ARTICLE 27
TIME AND EFFORT COMMITMENT

A. GENERAL CONDITIONS

1. FLSA-exempt Academic Researchers are professional appointees who do not receive overtime compensation or compensatory time off.
2. FLSA non-exempt Academic Researchers are professional appointees who earn a salary that is less than the FLSA salary level test.

B. FLSA NON-EXEMPT PROVISIONS

1. The following terms apply to non-exempt Academic Researchers:
2. A workweek is a period of time consisting of seven consecutive days. A standard workweek is from Sunday morning (12:01 a.m.) to midnight the following Saturday. Alternate workweeks (beginning and ending on a day other than the above) may be scheduled by the University.
3. The hourly rate will be determined by dividing the annual rate by 2,088 hours (the number of working hours in a year). Non-exempt Academic Researchers will be paid at least the hourly rate associated with their step on the non-exempt salary scale and are expected to work hours commensurate with their appointment percentage. The minimum hourly rate for each step is listed in Appendix A.
4. Non-exempt Academic Researchers will be paid hourly on a biweekly pay cycle.
5. All work schedules, including part-time work schedules, are established by the University.
6. As academic and professional appointees, non-exempt Academic Researchers shall record their time worked, vacation leave, and sick leave in 1/4 hour (15 minute) increments on the paper or electronic timesheets provided. Non-exempt Academic Researchers shall track the total number of hours or partial hours they work on a daily basis. Non-exempt Academic Researchers shall report their time worked at the end of each pay period utilizing local time-keeping practices.
7. As professional academic employees, non-exempt Academic Researchers shall be afforded reasonable flexibility in performing their duties which may occasionally result in working more than their regularly scheduled daily hours.

8. Non-exempt Academic Researchers who work more than 40 hours in any given week must have written authorization from their supervisor prior to working more than 40 hours in any week.
9. Overtime is actual time worked which exceeds forty (40) hours in a workweek.
10. Non-exempt Academic Researchers who work more than 40 hours in a workweek are compensated at one and one-half times ($1\frac{1}{2}X$) the straight-time rate for hours worked in excess of forty (40) hours in the scheduled workweek
 - a. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
 - b.. Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence.
11. When a Non-Exempt Academic Researcher has two or more appointments which cause the Academic Researcher's total salary to meet or exceed the minimum amount for a FLSA overtime exempt employee, the terms in this Section do not apply.
12. Travel Time
 - a. Travel time between home and the work place is not time worked.
 - b. Assigned travel during a non-exempt Academic Researcher's regular working hours on work days is time worked. If the Academic Researcher does not have regular working hours, the supervisor will assign regular work hours for any workweek during which travel will occur for the purpose of identifying and tracking compensable travel time.
 - c. Assigned travel that does not keep a non-exempt Academic Researcher away from home overnight, travel time to the first destination and from the final destination, except for the time the non-exempt Academic Researcher normally would spend traveling to and from the workplace, counts as time worked.
 - d. Assigned travel that keeps a non-exempt Academic Researcher away from home overnight is counted as time worked when it occurs during their regular working hours on work days.

- e. Travel time outside of regular work hours is not time worked, unless the non-exempt Academic Researcher performs actual work during that time.
 - 13. Meal periods are not time worked, unless the Academic Researcher is directed by their supervisor or designee to perform required duties during the meal period.
 - 14. Time spent changing into or out of protective clothing or engaging in special washing or cleaning procedures is considered time worked.
 - 15. Time spent in University-required training is considered time worked.
- C.** Nothing in this article is intended to in any way limit the rights of Academic Researchers under the FLSA.

ARTICLE 28

TRAINING

The University shall provide paid time to attend University-required training, workshops and courses, necessary to perform assigned duties. In addition, the University shall pay any associated fees.

ARTICLE 29 TRAVEL REIMBURSEMENT

A. UNIVERSITY REQUIRED TRAVEL

1. The University shall reimburse Academic Researchers for authorized expenses incurred during University-required business or travel in accordance with the provisions of the appropriate section(s) of the University Travel Regulations Policy (<https://policy.ucop.edu/doc/3420365/BFB-G-28>) and the UC Business and Finance Bulletin. Required business may include travel for research required by the supervisor, attendance at conferences, workshops, or University events or courses.
2. The University will not reimburse Academic Researchers for travel between home and the Academic Researcher's designated work location.

B. DISCRETIONARY TRAVEL

1. The University may approve an Academic Researcher's request to attend conferences, workshops, University events, or courses, or travel to perform research that is not required by the supervisor but that may further their professional development. Denials shall not be arbitrary or capricious.
 - a. The University may provide for paid release time to attend conferences, workshops, University events, courses, or travel to perform research;
 - b. In the event the University does not provide paid release time from work to attend approved discretionary travel, the Academic Researcher may utilize vacation or unpaid time to attend such approved attendance at conferences, workshops, or University events or courses provided in §B.1., above.
2. The University shall decide whether to fully or partially reimburse, or not reimburse, the Academic Researcher for conference expenses including conference and travel expenses for events provided in §B.1., above.

ARTICLE 30 UNION ACCESS AND RIGHTS

A. USE OF FACILITIES

1. Access - the University has the right to establish and enforce reasonable access rules and regulations at each campus and medical center location.
2. U.S. Mail Delivery – United States mail on which postage has been paid and which is received by the University bearing the name of the Academic Researcher and correct specific address will be distributed to the Academic Researcher in the normal manner.
3. Use of Mailboxes – In locations where Academic Researchers have mailboxes, the UAW may reasonably use such boxes in accordance with location procedures in effect at the time of the use.
4. E-Mail Use – UAW designated Academic Researcher representatives may use their University e-mail account in accordance with applicable University policy regarding electronic mail/electronic communications.

B. ACADEMIC RESEARCHER INFORMATION – File Transfer Protocol

The University uses the File Transfer Protocol (FTP) system to provide the UAW with Academic Researcher information that the University has within its system.

1. Within ninety (90) calendar days following ratification of the Agreement, and on the first Tuesday of each month thereafter, the University shall provide the UAW the following Academic Researcher full file information in a computer readable form via File Transfer Protocol (FTP). This information shall include: campus, employee name, home department, employee identification number, classification, title code, title name, percentage appointment, action type, annualized salary, start date of appointment, end date of appointment, most recent date of hire, and work e-mail address.
2. The University will additionally provide the union with weekly “change” information on the Tuesdays in which the full file information is not sent.
3. The FTP file(s) will contain the home address, home phone number, personal cell phone number and personal email address for Academic Researchers, unless the Academic Researcher has prohibited the University from releasing information. Additionally, the FTP file(s) will

contain the academic/hiring unit, work location, work phone number, and work mailing address available in the payroll system.

C. PUBLICATION OF THE AGREEMENT

Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

D. RELEASE TIME FOR UNION BUSINESS - ACADEMIC RESEARCHER REPRESENTATIVES

1. The UAW may designate up to one (1) member of the bargaining unit for each 250 Academic Researchers, or major portion thereof, at each campus to serve as UAW Academic Researcher representatives provided not more than one (1) representative shall be named from any one department. In the event a campus has fewer than 250 Academic Researchers, the union shall be entitled to name one Academic Researcher representative at that location. The function of the UAW Academic Researcher representative shall be to inform Academic Researchers of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
 - a. The University shall not unreasonably deny these Academic Researchers release time to perform responsibilities described in §D.1., provided reasonable notice has been given.
 - b. Grievance-related release time may include:
 - 1) initial hand-delivered filing of a grievance and the retrieval of University documents provided pursuant to a written request for information related to a grievance;
 - 2) one-on-one meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement which is at the Informal Review stage of the Grievance Procedure;
 - 3) meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievance(s) are presented/signed or with whom time limit agreements are achieved;
 - 4) Informal Review meetings held pursuant to the Grievance Procedure.

2. The Academic Researcher representative shall request such release time from supervision before using work time for representational activities. The use of release time shall not interfere with research needs or other operational requirements.
3. In the event the University believes abuse of these provisions may exist, or that the use of such time is interfering with research needs or other organizational requirements, the University will notify the UAW, and the parties will attempt to resolve the matter. The supervisor may deny unreasonable use of release time until the University and the UAW resolve the matter.

E. RELEASE TIME FOR BARGAINING

1. The University will release one (1) designated team member per campus/health system from their work assignments without loss of pay to attend scheduled bargaining sessions. The UAW shall not name more than one (1) representative per campus/health system.
2. Release time shall be provided only for bargaining sessions, and only for the days which the team member would have been scheduled to work, had the Academic Researcher not been released from work assignments to attend scheduled bargaining sessions.
 - a. Scheduled bargaining sessions are defined as the pre-scheduled face-to-face meetings, and related caucuses during meeting days, for the purpose of negotiating terms and conditions of an Agreement.
 - b. If no meeting actually takes place during the scheduled meeting day as the result of the University's unavailability to appear at the bargaining table, or if the University agrees that a full-day union bargaining team caucus is necessary to the bargaining process, the University may designate a day without a face-to-face meeting as a "bargaining session."
3. The UAW shall provide the University with written confirmation of the designated bargaining team members no later than thirty (30) calendar days prior to the first scheduled bargaining session. The University is not required to provide release time, either paid or unpaid, if the UAW fails to provide timely notice.
 - a. In the event the UAW permanently replaces any designated member, the UAW shall provide the Office of Labor Relations with written notification of the name of the permanent replacement

twenty-one (21) calendar days prior to the first scheduled bargaining session that the replacement Academic Researcher will attend.

- b. Alternates or substitutes for any of the designated team members may be permitted when the UAW has provided the University with the name and work location of the replacement at least fourteen (14) calendar days in advance of the date of the change, unless the parties agree to a shorter notice period.
- 4. An Academic Researcher designated as a bargaining team member shall provide the supervisor with written notice of intent to attend scheduled bargaining sessions as soon as practicable following the scheduling of bargaining sessions. A bargaining team representative may be denied release time for bargaining, either in paid or unpaid status, for operational reasons.

F. ACCESS FOR UNION ORIENTATION OF NEW EMPLOYEES

- 1. The University shall provide the Union access to new Academic Researchers for the purpose of new employee union orientation using one of the following methods:
 - a. Location-Wide Group Onboarding – provided there are adequate facilities for union orientation available at the onboarding location; or
 - b. Where a campus/location does not conduct location-wide group onboarding with adequate facilities for union orientation available, Location-Wide New Employee Orientation; or
 - c. Individual Union Orientation – the union shall be responsible for contacting the new Academic Researcher to schedule an individual union orientation when the Academic Researcher does not attend union orientation in a. or b. above.

The union shall contact the new Academic Researcher to schedule an individual union orientation within thirty (30) days of the appointment begin date.
- 2. Attendance at a union orientation is mandatory and on paid time.
- 3. For Location-Wide Group Onboarding or Location-Wide New Employee Orientation:
 - a. At least ten (10) calendar days prior to the scheduled session(s),

the local Labor Relations Office shall provide the UAW with:

- 1) the date(s), time(s), and location(s) of the session(s), and
 - 2) the contact information for the person in charge of scheduling the session(s),
- b. The Union shall have thirty (30) minutes during the session, at a time designated by the University, to conduct a union orientation outside the presence of management.
4. The University shall not discourage attendance for the union presentation. The University shall refer Academic Researchers inquiries about the Union to the Union.
5. Nothing in this section precludes the University from offering an online orientation to Academic Researchers. If the University offers online orientation, the Union shall still provide in-person union orientation at onboarding or at individual, in-person sessions as described above.

ARTICLE 31 UNION SECURITY

A. DEDUCTIONS

1. General Conditions

- a. The UAW has the exclusive privilege of dues deduction, including dues and standard initiation fees, for all employees in the Academic Researchers bargaining unit.
- b. The UAW shall establish its dues and standard initiation fee amounts and shall certify its amount to the University. The University shall deduct from the Academic Researcher's in unit retirement gross earnings, membership dues and standard initiation fees, in the amount certified by the UAW.
- c. The University shall remit all deductions to the UAW on a monthly basis.
- d. The initial deduction of dues and initiation fees pursuant to this section shall occur in accordance with the Side Letter on Initial Deduction Implementation.
- e. An Academic Researcher decides whether or not to join the UAW, and the University will not discourage Academic Researchers from becoming members of the UAW and shall refer Academic Researchers with questions to the Union.
- f. Pursuant to HEERA, the payment of union dues through payroll deduction will continue even if the collective bargaining agreement expires.

2. Dues Amount Change

- a. The Union may change the certified dues amount once in a twelve month period without cost to the UAW. Any annual changes in the amount to be deducted for union dues shall be certified to the University, in writing, at least thirty (30) calendar days prior to the effective date of the dues amount change.
- b. All costs associated with accomplishing additional changes in the dues structure (machine, programming, etc.) shall be paid by the

Union at the same rates that apply to other employee organizations described in the University Accounting Manual. The University shall provide the Union with estimated costs and an estimated time of completion and the Union shall pay the agreed-upon costs before the University makes the change.

3. Voluntary Community Action Program (VCAP)

Upon presentation of the Excel file in accordance with Section B.1 below, the University agrees to deduct for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

- a. The Academic Researcher must be an active dues paying member for the VCAP deduction to occur;
- b. The VCAP deduction must be in a flat dollar amount and shall be deducted as set forth in A.1 above;
- c. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.

4. **MEMBERSHIP ELECTION FORMS**

- a. The UAW shall send to the pre-designated University office at each location a list of new Academic Researchers for whom the pre-designated University office shall be responsible to send the Membership Election Form (MEF) (see Appendix J) once a month via DocuSign , or a mutually agreeable alternative method. The UAW shall send the list no later than the 10th of the month, and the University shall confirm receipt.
- b. The University shall transmit the MEFs to the Academic Researchers identified on the list within five (5) business days of receipt. The DocuSign MEF or similar format sent by the University will remain active for thirty (30) calendar days. In addition to the initial transmission of the MEF, there shall also be two (2) reminders to the Academic Researchers within the aforementioned thirty (30) calendar day period. The intent of the University and UAW is that the list shall only include newly-hired Academic Researchers. The list shall not include a new hire more than once.
- c. The list shall be transmitted in Microsoft Excel format, or a mutually agreeable alternative format. The list shall include each Academic

Researcher's Last and First Name, Email Address, Employee ID, school/college/department if known, title, and date of hire into the Academic Researcher bargaining unit if known.

- d. If the University is closed on a designated transfer or MEF distribution day, the distribution shall be postponed to the following business day.
- e. Appendix J shall accompany each MEF that goes out to the Academic Researcher and shall include a disclaimer indicating that the University neither encourages nor discourages union membership.
- f. The UAW shall be copied on the distribution, including receipt of any signed MEFs. The University shall not be responsible for forwarding any signed MEF to the UAW.
- g. The University shall have no further obligation with regard to MEFs other than what is specifically outlined in this Article. The University shall not be responsible for any further handling of MEF issues, including but not limited to answering questions, processing follow-up requests for MEFs, or distributing MEFs in any other manner.
- h. When a location proposes to include the MEF in the hiring paperwork using a distribution system different than that outlined above, that location will notify the UAW no later than thirty (30) calendar days in advance of the proposed change to the distribution system. The alternate distribution system shall be mutually agreed upon and codified in writing.

B. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in unit earnings based on gross earnings.
- b. The UAW will either deliver an electronic file in Excel (*.xls) format to the University's campus appropriate office or upload files to the FTP website, in accordance with Section 2 below. Such deduction information shall include dues, initiation fees and VCAP deductions. The University shall provide notice of the changes to the

administrative process at least thirty (30) calendar days in advance of the change.

- c. For Academic Researchers who are paid monthly, the deduction file shall be transmitted electronically no later than the 15th of each month. For Academic Researchers who are paid bi-weekly, the deduction file shall be transmitted no later than the Friday before the end of the bi-weekly pay period.
 - d. The University shall process all changes submitted by the Union, provided the University receives the information in time for the deductions to take effect by the next payroll run, i.e. by the fifteenth (15th) of the month for employees paid monthly, or the Friday before the end of the pay period for bi-weekly paid employees.
 - e. The Union will solely maintain the dues deduction and VCAP authorization(s), signed by the employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.
 - f. If an employee is separated from the University or transferred out of the Academic Researchers bargaining unit and is still employed by the University in a non-unit title code, or if the employee holds appointments in an Academic Researcher bargaining unit title code and a non-unit title code simultaneously, the University shall not deduct dues from the non-unit earnings.
 - g. The University shall maintain the last known payroll deduction authorization status for Academic Researchers dues paying members for no less than sixty (60) months from the UAW certification for all former Academic Researchers with records in the payroll system. If an employee is separated from the University or transferred out of the bargaining unit and is later re-employed in a bargaining unit title code, their dues deduction status shall be resumed with the first payroll immediately upon rehire or transfer back into a bargaining unit title.
2. The UAW list will be submitted in the format provided in Appendix J and shall include:

- a. Location/Business Unit Code
- b. Employee Identification Number
- c. Employee Name (Last, First)
- d. Action Codes: "A" = Add; "C" = Change; "S" = Stop (VCAP amount changes)
- e. Deduction Codes: "D" = Dues; "IF" = Initiation Fee; "PA" Political Action (VCAP)
- f. VCAP amount

C. INFORMATION TO ACCOMPANY REMITTANCE

The University shall submit a monthly standard earnings (based on in unit retirement gross where applicable) and deduction report which shall contain, by campus, an alphabetical list of all employees in the bargaining unit. The report shall include the employee identification number, employee name, amount of union dues, including initiation fees and amount of VCAP contribution, and earnings that are the basis for the deduction. The report shall be provided electronically via the FTP site. Any costs associated with union- requested changes in the deduction report referenced above shall be fully paid by the Union.

D. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll deductions, the University shall correct the deduction amounts on the following transmission to the UAW within thirty (30) calendar days from the Union's notice to the appropriate office.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions by deducting the amount owed from the Academic Researcher's next scheduled pay following thirty (30) calendar days from the UAW notice. However, additional deductions shall not exceed two times the normal dues amount in any given pay period.
3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.
4. If the parties cannot agree on the amount of the appropriate deduction only the Union may file a grievance concerning the same.

5. The University shall include a communication to the academic researcher if deducting two times the normal contributions in accordance with E.1. above with concurrent notice to the UAW.

E. INDEMNIFICATION

1. The Union shall indemnify the University for any claims made by the Academic Researchers for deductions made by the University in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.
2. The Union will hold the University harmless and indemnify it for costs, legal or otherwise, associated with disputes or litigation arising out of its transmission of the MEF pursuant to this Article.

ARTICLE 32 VACATION

A. GENERAL PROVISIONS

1. Academic Researchers with appointments for six (6) months or more accrue vacation at the rate of two (2) days per month for full-time service. Academic Researchers paid biweekly will accrue vacation as a factor of two (2) days per month each quadri-weekly pay cycle.
2. Academic Researchers appointed less than full-time but at 50% or more accrue vacation at a proportional rate. Academic Researchers appointed at less than 50% time or for less than six (6) months do not accrue vacation.
3. Regularly scheduled days off and University administrative holidays shall not be charged against vacation time.
4. Vacation shall not accrue during a leave of absence without salary. Vacation credit shall be accumulated by an Academic Researcher on a leave of absence with pay.
5. Vacation credit may accumulate to a maximum of forty-eight (48) working days.
6. FLSA Exempt Academic Researchers
 - a. use of vacation is recorded in one-day increments only or in increments not less than that portion of a day during which an Academic Researcher with less than a full-time appointment is normally scheduled to work, except when accrued vacation is used during family and medical leave.
 - b. When accrued vacation is used during family and medical leave, the Academic Researcher's leave will only be deducted for the actual amount of time taken, which may be partial day increments, as family and medical leave (Article 12 – Leaves of Absence).
7. FLSA Non-Exempt Academic Researchers

FLSA non-exempt Academic Researchers record vacation leave use to the nearest quarter hour.

B. REQUESTING AND USING VACATION

1. Use of vacation requires the prior approval of the University:
 - a. Academic Researchers shall submit request for vacation to their supervisor.

- b. The supervisor may deny requests for vacation based on operational needs.
 - c. The supervisor shall not unreasonably deny an Academic Researcher's request for vacation.
- 2. An academic Researcher may not use vacation leave before it has accrued, i.e., vacation is limited to the allowance actually accrued by the date set for the Academic Researcher's vacation.
- 3. Accrued vacation may also be used for sick leave purposes (Article 25 – Sick Leave) and at the Academic Researcher's option, during a family and medical leave that would otherwise be unpaid (Article 12 - Leaves of Absence).
- 4. If the supervisor requires that an Academic Researcher's request be made in writing, or if the Academic Researcher submits the request in writing, the supervisor's response will be made in writing. The supervisor should respond to the request for vacation as soon as practicable.
- 5. If an Academic Researcher is given written notice, the Academic Researcher will be required to use vacation accrued after the notice date before the expiration of the Academic Researcher's appointment or the expiration of the funding source(s) of the Academic Researcher's appointment.

C. CAMPUS CLOSURE

- 1. During a campus closure that results in a closure of an individual lab, Academic Researchers in that lab shall have the option to use vacation in order to be paid for the closure days.
- 2. For the Winter closure, the University shall allow an Academic Researcher who has insufficient accrued vacation to cover the closure period between the Christmas holiday and the New Years holiday, the opportunity to use vacation days for this purpose prior to the actual accrual.
- 3. If Academic Researchers are required to work during a closure, they shall be paid and not be required to use vacation.

D. VACATION PAY AND TRANSFER

- 1. An Academic Researcher leaving University service shall be paid for accrued vacation at the Academic Researcher's rate of pay at the time of the separation. Terminal vacation pay may not exceed 48 working days' salary.

2. An Academic Researcher who transfers to a non-vacation-accruing title shall be paid for accrued vacation at the effective date of transfer. An Academic Researcher who is no longer eligible to accrue vacation leave due to a drop in percent time below 50% and who remains in a vacation-accruing title shall maintain vacation hours and eligibility to use accrued vacation hours.
3. An Academic Researcher who transfers to or from a UC-managed Department of Energy Laboratory shall be paid for accrued vacation at the effective date of transfer.
4. An Academic Researcher who transfers to another University location with no break in service shall have accrued vacation hours transferred to the new location.

ARTICLE 33 WAIVER

A. GENERAL CONDITIONS

1. The University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
2. The University and the Union acknowledge that during the negotiations resulting in this Agreement, each party had the opportunity to make proposals with respect to any subject matter not prohibited by law from the area of collective bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein.
3. This Agreement supersedes and replaces any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters. Except as provided in this Agreement, or upon mutual consent of the parties to seek written amendment thereto, the University and the Union agree and understand, for the life of this Agreement, that each voluntarily and unqualifiedly waives its right and/or obligation to negotiate during the life of the Agreement, except as follows in A. 4 below.
4. Notwithstanding Section A. 1., above, in the event the University proposes a new systemwide policy or practice or a change in an existing policy or practice not covered by the Agreement that has a significant and consequential impact on the terms and conditions of employment for a substantial number of Academic Researchers in the unit the University shall notify the Union of proposed changes thirty (30) calendar days prior to their proposed implementation.

B. MEET AND CONFER

1. The parties shall undertake negotiations regarding the impact of such changes on Academic Researchers when all three of the following exist:
 - a. The changes proposed by the University would have a significant and consequential impact on the terms and conditions of employment of a substantial number of Academic Researchers in

- the bargaining unit;
- b. The subject matter of the change is within the scope of representation pursuant to HEERA; and
 - c. The Union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the Union of the University's notice as described in Section A.4.
- 2. The University and the Union shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.
 - 3. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

ARTICLE 34 WORK-INCURRED INJURY OR ILLNESS

A. GENERAL PROVISIONS

This Article defines the application of sick leave, and vacation for Academic Researchers who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act.

1. An Academic Researcher unable to perform the normal duties of their job due to a work-incurred illness or injury compensable under the California Workers' Compensation Act may be granted leave for the duration of a verified disability but not to exceed twelve (12) months or the end date of the appointment, whichever comes earlier.
2. Work-Incurred Injury or Illness Leave runs concurrently with Family Medical Leave.
3. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.
4. An Academic Researcher who is unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act is eligible to use sick leave and vacation as provided below. When sick leave is exhausted and when an Academic Researcher is still unable to work because of such illness or injury, the Academic Researcher may be placed on a leave without pay as provided below.
5. An Academic Researcher shall notify their supervisor of the need for leave for a work-incurred injury or illness, or any extension of such leave, as soon as practicable after the need for such leave or extension is known. This notification shall include written medical certification of the need for such leave or extension, and the anticipated return to work date.
6. Leave for a work-incurred injury does not continue beyond the Academic Researcher's established appointment period.

B. EXTENSIONS OF WORK-INCURRED INJURY OR ILLNESS LEAVE

1. In the event an Academic Researcher requires an extension to their work-incurred injury or illness leave, they shall provide the University with a statement from their licensed health care practitioner of the need for the extension and the anticipated return to work date.
2. Such a statement must be provided ten (10) calendar days prior to the date the Academic Researcher was previously scheduled to return to work.

C. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

1. Prior to returning to work, an Academic Researcher granted a work-incurred injury or illness leave must provide the University with a statement from their licensed health care practitioner of the Academic Researcher's ability to return to work. When possible, an Academic Researcher granted a work-incurred injury or illness leave must provide the University with ten (10) calendar days notice of their ability to return to work. If a return to work specifies restrictions, the University will consider what accommodation, if any, will reasonably be made.
2. If the position held has been abolished during the leave, the Academic Researcher shall be afforded the same considerations which would have been afforded had that Academic Researcher been on pay status when the position was abolished.

D. SHORT TERM DISABILITY LEAVE AND VACATION TO SUPPLEMENT WORKERS COMPENSATION

1. An Academic Researcher shall be permitted to use sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.
2. Sick leave and vacation payments shall be the difference between the amount payable to the Academic Researcher under the Workers' Compensation Act and the Academic Researcher's regular salary. The additional payment made to an Academic Researcher to provide the Academic Researcher with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
3. An Academic Researcher 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. EFFECT ON PAY STATUS

An Academic Researcher who is receiving temporary disability payments and supplemental sick leave, or vacation as described in Section D. above is considered on regular pay status for purposes of application of provisions of this Agreement.

F. SEPARATION

An Academic Researcher shall not use vacation or sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay.

G. LIGHT DUTY

Subject to operational considerations and budgetary constraints, the University will endeavor, on a case by case basis, to modify duties consistent with documented medical restrictions for an Academic Researcher who has experienced work related injuries. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances. Nothing in this provision waives the employer's duties and/or the Academic Researcher's rights to reasonable accommodations under FEHA and the Americans with Disabilities Act of 1990.

ARTICLE 35 DURATION OF AGREEMENT

A. DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 midnight on December 9, 2022 and shall terminate at 11:59 p.m. on September 30, 2027.

B. SUCCESSOR AGREEMENT NEGOTIATIONS

Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Article(s) specified. Neither party shall have any obligation or requirement to negotiate any provisions of any Article(s) not timely noticed.

1. No later than April 1, 2027, the Union shall notify the University if it intends to open the Agreement for successor negotiations.
2. The University shall have until April 15, 2027 to notify the Union if it intends to open the Agreement for successor negotiations.
3. If neither party notifies the other of its intent to open the Agreement for successor negotiations, the Agreement shall remain in full force and effect and the procedures in Section C. below shall apply.
4. If the conditions under B.1. or B.2. are met, each party shall provide the other with written notice of its selected article(s) and a list of bargaining team members by no later than May 1, 2027.
5. By May 15, 2027, the parties shall set a mutually agreeable start date for the commencement of negotiations.

C. CONTINUATION OF AGREEMENT

1. In the event that neither party gives timely notice as set forth in this section, this Agreement shall remain in effect on a year-to-year basis, from October 1st until the following September 30th.
2. In the event that the Agreement continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Agreement no later than May 1st of the applicable year. Thereafter, the parties shall follow the requirements for negotiations of a successor agreement as set forth in Section B., above.

ARTICLE 36 RESPECTFUL WORK ENVIRONMENT

A. GENERAL CONDITIONS

1. The University and UAW are jointly committed to promoting and maintaining a work environment that is healthy and free of Abusive Conduct, in which every employee and member of the University community is treated with respect.
2. The Parties mutually acknowledge that Abusive Conduct creates an intimidating environment and may interfere with an employee's work. These behaviors may occur in, but are not limited to, situations in which one person has authority over another and situations involving peer-to-peer interactions.
3. The University and UAW shall strive to foster an environment in which employees feel comfortable making reports of Abusive Conduct in good faith. The Parties also commit to prohibiting retaliation against any person who reports Abusive Conduct or participates in any related investigation or other process in good faith.

B. DEFINITIONS

1. Abusive Conduct is harassing or threatening behavior that is sufficiently severe, persistent, or pervasive conduct in the workplace that denies, adversely limits, or interferes with an employee's participation in or benefit from University employment. The Conduct creates an environment, whether intended or not, that is objectively intimidating or offensive and unrelated to the University's legitimate educational, employment, and business interests.
2. Such conduct shall be evaluated on a case-by-case basis, taking into account the circumstances of the parties, relationship between the parties (including power imbalance); the frequency, nature and severity of the alleged conduct; whether the conduct was physically threatening; and whether the conduct may be protected. A single act may constitute Abusive Conduct if especially severe or egregious.
3. Exercising Academic Freedom (e.g. comments about scholarship, instruction within the classroom, different approaches to curriculum, opposing opinions about policy issues, or academic achievement), as such, is distinct from and does not constitute Abusive Conduct.

4. Differences of opinion, miscommunication, differences in work styles, business disagreements handled professionally, interpersonal conflicts, and occasional problems in working relations are an inevitable part of working life and do not necessarily constitute Abusive Conduct.

C. EXAMPLES OF ABUSIVE CONDUCT

1. Examples of Abusive Conduct may include, but are not limited to, the following types of behavior:
 - a. Use of abusive, insulting, or offensive language (written, electronic, or verbal),
 - b. Spreading false information or malicious rumors,
 - c. Behavior, language, or gestures that frighten, humiliate, belittle, or degrade, including criticism or feedback that is delivered with yelling, screaming, threats, implicit threats, or insults,
 - d. Encouraging others to act, singly or in a group, to intimidate or harass other individuals,
 - e. Making inappropriate comments about a person's appearance, lifestyle, family, culture, country of origin, visa status, religious/spiritual/philosophical beliefs, or political views in a manner not covered by the University's policies prohibiting discrimination,
 - f. Teasing or making someone the brunt of pranks or practical jokes,
 - g. Inappropriately interfering with a person's personal property or work equipment,
 - h. Circulating inappropriate photos, videos, or information via e-mail, social media, or other means,
 - i. Making unwanted physical contact or inappropriately encroaching on another individual's personal space, in ways that would cause discomfort and unease, in a manner not covered by the University's Sexual Violence and Sexual Harassment policy,
 - j. Purposefully excluding, isolating, or marginalizing a person from normal work activities for non-legitimate business purposes,

- k. Repeatedly demanding of an individual that the individual do tasks or take actions that are inconsistent with that individual's job, are not that individual's responsibility, for which the employee does not have authority, or repeatedly refusing to take "no" for an answer when the individual is within the individual's right to decline a demand; pressuring an individual to provide information that the individual is not authorized to release (or may not even possess),
 - l. Making inappropriate threats to block a person's academic advancement, opportunities, or continued employment at the University,
 - m. Sabotaging or undermining a person's work performance.
- 2. Abusive Conduct does not include per se exercising appropriate supervision of employees conducting appropriate performance management, or providing appropriate feedback, including but not limited to the following:
 - a. Providing performance appraisals to employees, including negative appraisals,
 - b. Delivering constructive criticism,
 - c. Coaching or providing constructive feedback,
 - d. Monitoring or restricting access to sensitive and confidential information for legitimate business reasons,
 - e. Scheduling regular or ongoing meetings to address performance issues,
 - f. Setting ambitious performance goals to align with departmental goals,
 - g. Investigating alleged misconduct or violation of University policy,
 - h. Counseling or disciplining an employee for performance, engaging in misconduct, or violating University policy,
 - i. Engaging in assertive behavior,
 - j. Having a disagreement,

- k. Making statements or articulating positions on controversial issues,
- l. Participating in debates and expressing differences of opinion about academic decisions,
- m. Participating in a formal complaint resolution or grievance process,

Where there is no conflict with this Agreement, definitions, or examples in the University's Abusive Conduct in the Workplace Policy shall continue to apply, upon the effective date of the Policy.

D. REPORTING COMPLAINTS

1. Complaint procedures pertaining to Respectful Work Environment are covered by the University's Abusive Conduct in the Workplace Policy ("Policy"). If there is a conflict between such Policy and this Agreement, the Agreement shall govern.
2. Reports of violations of this Article shall be made to the campus designated office(s) (listed in Appendix K). The campus designated office(s) shall, without undue delay, determine within a reasonable period of time whether there is cause to believe that a violation of this Article has occurred. If the campus designated office(s) determines that a formal investigation will occur, the campus designated office(s) may implement interim measures, if necessary.
3. If a grievance is filed alleging violations of this Article, the Union and University may agree in writing that the grievance, or portion thereof, be placed in abeyance, pending the outcome of the investigation, if any. If there is no investigation, the grievance shall proceed in accordance with Article 7 - Grievance and Arbitration.

E. LOCAL POLICIES

Until a systemwide Policy is established, local policies and guidelines shall control, where applicable. References to "Policy" in this Article shall refer to these local policies, until local policies are superseded by the systemwide Policy.

Appendix A

TABLE 13B(N)
REPRESENTED PROFESSIONAL RESEARCH SERIES - NON-EXEMPT
FISCAL YEAR
SALARY SCALE

<u>Rank</u>	<u>Step</u>	<u>Years at Step</u>	<u>7/10/2022 Hourly</u>	<u>7/9/2023 Hourly</u>	<u>Salary Plan, Grade</u>
Assistant Research	1	2	\$39.90	\$41.72	T13B, Grade 3N
	2	2	\$42.34	\$44.26	T13B, Grade 3N
	3	2	\$44.64	\$46.65	T13B, Grade 3N
	4	2	\$47.13	\$49.29	T13B, Grade 3N
	5	2	\$49.62	\$51.87	T13B, Grade 3N
	6	2	\$52.16	\$54.55	T13B, Grade 3N
Associate Research	1	2	\$49.67	\$51.92	T13B, Grade 2N
	2	2	\$52.21	\$54.60	T13B, Grade 2N
	3	2	\$54.99	\$57.48	T13B, Grade 2N
	4	3	\$58.24	\$60.88	T13B, Grade 2N
	5	3	\$62.74	\$65.57	T13B, Grade 2N
Research	1	3	\$58.29	\$60.92	T13B, Grade 1N
	2	3	\$62.79	\$65.62	T13B, Grade 1N
	3	3	\$67.53	\$70.60	T13B, Grade 1N
	4	3	\$72.51	\$75.82	T13B, Grade 1N
	5	N/A	\$77.83	\$81.37	T13B, Grade 1N
	6	N/A	\$83.96	\$87.74	T13B, Grade 1N
	7	N/A	\$90.57	\$94.69	T13B, Grade 1N
	8	N/A	\$97.99	\$102.45	T13B, Grade 1N
	9	N/A	\$106.23	\$111.02	T13B, Grade 1N

NOTES:

- 1) Salary Plan, Grade is for use in UCPath only.
- 2) For employees in any of the above-referenced titles who are exclusively represented, the application of the Salary Scale is subject to the requirements of the Higher Education Employer-Employee Relations Act (HEERA). As such, for employees covered by a Memorandum of Understanding (MOU), the Salary Scale applies to the extent provided for in the MOU.
- 3) Time at Full Professional Research Step 5 and above may be for an indefinite time.

Appendix A

TABLE 14B(N)
REPRESENTED PROFESSIONAL RESEARCH SERIES --
BUSINESS/ECONOMICS/ENGINEERING - NON-EXEMPT
FISCAL YEAR
SALARY SCALE

<u>Rank</u>	<u>Step</u>	<u>Years at Step</u>	<u>7/10/2022 Hourly</u>	<u>7/9/2023 Hourly</u>	<u>Salary Plan, Grade</u>
Assistant Research	1	2	\$53.12	\$55.51	T14B, Grade 3N
	2	2	\$55.75	\$58.29	T14B, Grade 3N
	3	2	\$58.58	\$61.26	T14B, Grade 3N
	4	2	\$61.69	\$64.47	T14B, Grade 3N
	5	2	\$64.32	\$67.25	T14B, Grade 3N
	6	2	\$66.72	\$69.74	T14B, Grade 3N
Associate Research	1	2	\$64.37	\$67.29	T14B, Grade 2N
	2	2	\$66.77	\$69.78	T14B, Grade 2N
	3	2	\$69.40	\$72.56	T14B, Grade 2N
	4	3	\$71.89	\$75.15	T14B, Grade 2N
	5	3	\$74.48	\$77.88	T14B, Grade 2N
Research	1	3	\$71.94	\$75.20	T14B, Grade 1N
	2	3	\$74.53	\$77.93	T14B, Grade 1N
	3	3	\$78.36	\$81.90	T14B, Grade 1N
	4	3	\$82.81	\$86.55	T14B, Grade 1N
	5	N/A	\$87.50	\$91.48	T14B, Grade 1N
	6	N/A	\$93.87	\$98.14	T14B, Grade 1N
	7	N/A	\$100.63	\$105.18	T14B, Grade 1N
	8	N/A	\$107.67	\$112.55	T14B, Grade 1N
	9	N/A	\$116.34	\$121.60	T14B, Grade 1N

NOTES:

- 1) Salary Plan, Grade is for use in UCPath only.
- 2) For employees in any of the above-referenced titles who are exclusively represented, the application of the Salary Scale is subject to the requirements of the Higher Education Employer-Employee Relations Act (HEERA). As such, for employees covered by a Memorandum of Understanding (MOU), the Salary Scale applies to the extent provided for in the MOU.
- 3) Time at Full Professional Research Step 5 and above may be for an indefinite time.

Appendix A

TABLE 24B(N)
REPRESENTED SPECIALIST SERIES - NON-EXEMPT
FISCAL YEAR
SALARY SCALE

<u>Rank</u>	<u>Step</u>	<u>Years at Step</u>	<u>7/10/2022 Hourly</u>	<u>7/9/2023 Hourly</u>	<u>Salary Plan, Grade</u>
Junior Specialist	1	1	\$23.47	\$24.57	T24B, Grade 4N
	2	1	\$25.00	\$26.15	T24B, Grade 4N
Assistant Specialist	1	2	\$27.11	\$28.36	T24B, Grade 3N
	2	2	\$28.64	\$29.94	T24B, Grade 3N
	3	2	\$30.18	\$31.57	T24B, Grade 3N
Associate Specialist	1	2	\$32.28	\$33.77	T24B, Grade 2N
	2	2	\$33.87	\$35.40	T24B, Grade 2N
	3	2	\$35.69	\$37.31	T24B, Grade 2N
	4	2	\$37.60	\$39.32	T24B, Grade 2N
Specialist	1	3	\$39.80	\$41.62	T24B, Grade 1N
	2	3	\$43.73	\$45.74	T24B, Grade 1N
	3	3	\$48.81	\$51.01	T24B, Grade 1N
	4	3	\$54.89	\$57.38	T24B, Grade 1N
	5	3	\$60.78	\$63.56	T24B, Grade 1N
	6	3	\$65.91	\$68.87	T24B, Grade 1N
	7	3	\$70.65	\$73.86	T24B, Grade 1N
	8	3	\$75.63	\$79.08	T24B, Grade 1N
	9	N/A	\$83.29	\$87.07	T24B, Grade 1N

NOTES:

1) Salary Plan, Grade is for use in UCPath only.

2) For employees in any of the above-referenced titles who are exclusively represented, the application of the Salary Scale is subject to the requirements of the Higher Education Employer-Employee Relations Act (HEERA). As such, for employees covered by a Memorandum of Understanding (MOU), the Salary Scale applies to the extent provided for in the MOU.

3) Time at Full Specialist Step 9 is for 4 years, but may be for an indefinite time.

Appendix A

TABLE 30B(N)
REPRESENTED COORDINATOR OF PUBLIC PROGRAMS (CPP) - NON-EXEMPT
FISCAL YEAR
SALARY SCALE

<u>Rank</u>	<u>Step</u>	<u>Years at Step</u>	<u>7/10/2022 Hourly</u>	<u>7/9/2023 Hourly</u>	<u>Salary Plan, Grade</u>
Assistant Coordinator of Public Programs	1	2	\$31.47	\$32.91	T30B, Grade 3N
	2	2	\$33.39	\$34.92	T30B, Grade 3N
	3	2	\$35.35	\$36.98	T30B, Grade 3N
	4	2	\$37.46	\$39.18	T30B, Grade 3N
	5	2	\$39.71	\$41.53	T30B, Grade 3N
	6	N/A	\$42.05	\$43.97	T30B, Grade 3N
Associate Coordinator of Public Programs	1	2	\$44.59	\$46.60	T30B, Grade 2N
	2	2	\$47.23	\$49.38	T30B, Grade 2N
	3	2	\$50.05	\$52.35	T30B, Grade 2N
	4	2	\$53.07	\$55.46	T30B, Grade 2N
	5	N/A	\$56.28	\$58.82	T30B, Grade 2N
Coordinator of Public Programs	1	3	\$59.63	\$62.36	T30B, Grade 1N
	2	3	\$64.95	\$67.92	T30B, Grade 1N
	3	3	\$70.79	\$74.00	T30B, Grade 1N
	4	3	\$77.16	\$80.66	T30B, Grade 1N
	5	3	\$84.15	\$87.98	T30B, Grade 1N
	6	N/A	\$91.72	\$95.89	T30B, Grade 1N
	7	N/A	\$100.00	\$104.51	T30B, Grade 1N
	8	N/A	\$109.01	\$113.94	T30B, Grade 1N
	9	N/A	\$118.83	\$124.19	T30B, Grade 1N

NOTES:

- 1) Salary Plan, Grade is for use in UCPath only.
- 2) For employees in any of the above-referenced titles who are exclusively represented, the application of the Salary Scale is subject to the requirements of the Higher Education Employer-Employee Relations Act (HEERA). As such, for employees covered by a Memorandum of Understanding (MOU), the Salary Scale applies to the extent provided for in the MOU.
- 3) Time at Full Coordinator of Public Programs Step 9 is 4 years, but may be for an indefinite time.

Appendix A

TABLE 37B(N)
REPRESENTED PROJECT (e.g., SCIENTIST) SERIES - NON-EXEMPT
FISCAL YEAR
SALARY SCALE

<u>Rank</u>	<u>Step</u>	<u>Years at Step</u>	<u>7/10/2022 Hourly</u>	<u>7/9/2023 Hourly</u>	<u>Salary Plan, Grade</u>
Assistant Project	1	2	\$32.76	\$34.25	T37B, Grade 3N
	2	2	\$34.49	\$36.07	T37B, Grade 3N
	3	2	\$36.31	\$37.98	T37B, Grade 3N
	4	2	\$37.98	\$39.71	T37B, Grade 3N
	5	2	\$39.80	\$41.62	T37B, Grade 3N
	6	2	\$41.67	\$43.59	T37B, Grade 3N
Associate Project	1	2	\$39.85	\$41.67	T37B, Grade 2N
	2	2	\$41.72	\$43.64	T37B, Grade 2N
	3	2	\$43.78	\$45.79	T37B, Grade 2N
	4	3	\$45.93	\$48.04	T37B, Grade 2N
	5	3	\$49.29	\$51.54	T37B, Grade 2N
Project	1	3	\$45.98	\$48.09	T37B, Grade 1N
	2	3	\$49.33	\$51.59	T37B, Grade 1N
	3	3	\$53.26	\$55.70	T37B, Grade 1N
	4	3	\$57.52	\$60.16	T37B, Grade 1N
	5	N/A	\$62.27	\$65.09	T37B, Grade 1N
	6	N/A	\$67.63	\$70.69	T37B, Grade 1N
	7	N/A	\$73.47	\$76.82	T37B, Grade 1N
	8	N/A	\$79.46	\$83.05	T37B, Grade 1N
	9	N/A	\$86.31	\$90.23	T37B, Grade 1N

NOTES:

- 1) Salary Plan, Grade is for use in UCPath only.
- 2) For employees in any of the above-referenced titles who are exclusively represented, the application of the Salary Scale is subject to the requirements of the Higher Education Employer-Employee Relations Act (HEERA). As such, for employees covered by a Memorandum of Understanding (MOU), the Salary Scale applies to the extent provided for in the MOU.
- 3) Time at Full Project Scientist Step 5 and above may be for an indefinite time.

Appendix A

TABLE 38B(N)
REPRESENTED PROJECT (e.g., SCIENTIST) SERIES - NON-EXEMPT
BUSINESS/ECONOMICS/ENGINEERING
FISCAL YEAR
SALARY SCALE

<u>Rank</u>	<u>Step</u>	<u>Years at Step</u>	<u>7/10/2022 Hourly</u>	<u>7/9/2023 Hourly</u>	<u>Salary Plan, Grade</u>
Assistant Project	1	2	\$41.48	\$43.35	T38B, Grade 3N
	2	2	\$43.59	\$45.55	T38B, Grade 3N
	3	2	\$45.93	\$48.04	T38B, Grade 3N
	4	2	\$48.04	\$50.24	T38B, Grade 3N
	5	2	\$50.20	\$52.50	T38B, Grade 3N
	6	2	\$52.06	\$54.41	T38B, Grade 3N
Associate Project	1	2	\$50.24	\$52.54	T38B, Grade 2N
	2	2	\$52.11	\$54.46	T38B, Grade 2N
	3	2	\$54.17	\$56.61	T38B, Grade 2N
	4	3	\$55.66	\$58.19	T38B, Grade 2N
	5	3	\$57.72	\$60.35	T38B, Grade 2N
Project	1	3	\$55.70	\$58.24	T38B, Grade 1N
	2	3	\$57.76	\$60.40	T38B, Grade 1N
	3	3	\$61.21	\$63.99	T38B, Grade 1N
	4	3	\$65.67	\$68.64	T38B, Grade 1N
	5	N/A	\$70.55	\$73.76	T38B, Grade 1N
	6	N/A	\$75.96	\$79.41	T38B, Grade 1N
	7	N/A	\$81.28	\$84.97	T38B, Grade 1N
	8	N/A	\$86.98	\$90.91	T38B, Grade 1N
	9	N/A	\$94.59	\$98.86	T38B, Grade 1N

NOTES:

- 1) Salary Plan, Grade is for use in UCPath only.
- 2) For employees in any of the above-referenced titles who are exclusively represented, the application of the Salary Scale is subject to the requirements of the Higher Education Employer-Employee Relations Act (HEERA). As such, for employees covered by a Memorandum of Understanding (MOU), the Salary Scale applies to the extent provided for in the MOU.
- 3) Time at Full Project Scientist Step 5 and above may be for an indefinite time.

APPENDIX B

Merit Increase and Promotion Guidelines and Procedures

Location	
Berkeley	https://apo.berkeley.edu/check-sheets#fseries
San Francisco	Appointment and merit review information including dossier checklists: https://facultyacademicaffairs.ucsf.edu/academic-personnel/academic-review-and-advancement
Davis	<p>Procedures for review:</p> <ul style="list-style-type: none"> Local Procedure: https://aadocs.ucdavis.edu/policies/apm/ucd-220/ucd-220af-(10-11-05).pdf Local Procedure applies specifically to Specialists: https://aadocs.ucdavis.edu/policies/apm/ucd-330.pdf Joint Academic Federation/Academic Senate Committee procedures: https://academicfederation.ucdavis.edu/committees/jpc <p>How the “Step Plus” system applies to each of the three series:</p> <ul style="list-style-type: none"> Guidelines for advancement under Step Plus System at UC Davis for Professional Researchers, and further links to additional guidelines regarding Step Plus System: https://academicaffairs.ucdavis.edu/guidelines-advancement-professional-researcher-series Guidelines for advancement under Step Plus System at UC Davis for Project Scientist Series: https://academicaffairs.ucdavis.edu/guidelines-advancement-project-scientist-series Guidelines for advancement under Step Plus System at UC Davis for Specialists Series: https://academicaffairs.ucdavis.edu/guidelines-advancement-specialist-series
Los Angeles	<p>Professional Researcher: https://apo.ucla.edu/policies-forms/the-call/professional-research-series/professional-research-series</p> <p>Project Scientist: https://apo.ucla.edu/policies-forms/the-call/appendices/appendix-36-project-e.g.-scientist-series</p> <p>Specialists: https://www.apo.ucla.edu/policies-forms/the-call/appendices/appendix-23-specialist-series</p>
Riverside	https://academicpersonnel.ucr.edu/non-senate-call-ucr-procedures
San Diego	<p>Professional Research Scientist: http://adminrecords.ucsd.edu/PPM/docs/230-310.html</p> <p>Project Scientist: http://adminrecords.ucsd.edu/PPM/docs/230-311.html</p> <p>Specialists: http://adminrecords.ucsd.edu/PPM/docs/230-330.html</p>

Santa Cruz	Specialist - https://apo.ucsc.edu/policy/capm/602.330.html Project Scientist - https://apo.ucsc.edu/policy/capm/600.311.html Professional Researcher - https://apo.ucsc.edu/policy/capm/600.310.html
Santa Barbara	Project Scientist – https://ap.ucsb.edu/policies.and.procedures/red.binder/table.of.contents/ (Section III-14 is specifically about Project Scientist, but the procedures are also further explained in sections III-1, III-5, III-8, III-9)
Irvine	https://ap.uci.edu/policies-procedures/app/1-12/
Merced	Project Scientist Appointment: http://academicpersonnel.ucmerced.edu/sites/academicpersonnel.ucmerced.edu/files/page/documents/mapp_3053_2.pdf Merit, Promotion, Appraisal Review: http://academicpersonnel.ucmerced.edu/sites/academicpersonnel.ucmerced.edu/files/page/documents/mapp_3054_2.pdf Specialist Appointment: http://academicpersonnel.ucmerced.edu/sites/academicpersonnel.ucmerced.edu/files/page/documents/mapp_3063_2.pdf Merit, Promotion, Appraisal Review: http://academicpersonnel.ucmerced.edu/sites/academicpersonnel.ucmerced.edu/files/page/documents/mapp_3064_2.pdf
Lawrence Berkeley National Lab	https://pathways.lbl.gov/project-scientists/academic-review-process

APPENDIX C

TEMPLATE APPOINTMENT LETTER

MUST BE GIVEN TO ACADEMIC RESEARCHER WITHIN SEVEN (7) CALENDAR DAYS OF THE APPOINTMENT

«Date»

Dear «Employee name»,

I am very pleased to inform you that the «Department of/Unit» «Name», in the «School/Division/College» of «Name», offers you an appointment as «Job Title», «Step», «Title/Job Code». Your appointment percentage will be «Percentage» based on an annual salary of «Salary». Your salary will be paid on a «monthly or biweekly» pay period. Your first day of employment will begin on «Date». You will be reporting to «Supervisor Name» in the «Department or academic/researcher unit» at «Location of worksite - e.g., main campus, remote location, medical center».

«Brief description of the anticipated research projects»

In accordance with University policy, your eligibility to participate in University of California benefits programs, including the University of California Retirement Choice Program, is dependent on the percentage and/or duration of your appointment. If you have a concurrent appointment in another department, the total percentage and/or duration of your appointments determines your eligibility. Please refer to the UC Benefits website: <http://ucnet.universityofcalifornia.edu/benefits>.

If you are eligible and choose to participate in any of the health and welfare benefits, you must enroll online within the first 31 days of your employment. Please contact your local benefits «Contact Information» to discuss your eligibility and enrollment options.

Upon hire, UCRP-eligible appointees will receive communications from Fidelity regarding the Retirement Choice Program which allows appointees to choose between two retirement plan options. Participation in the Retirement Choice Program is required, if eligible. Eligible appointees who do not choose an option within the 90-day enrollment period, will be automatically enrolled in Pension Choice. Eligible appointees are encouraged to enroll in the Retirement Choice Program as soon as possible to avoid delaying vesting or decreasing accumulations or benefits. Information about the UC Retirement Choice options may be found at: <https://myucretirement.com/choose>.

Your position is exclusively represented by the United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local Union 4811. The union's (UAW Local 4811) website is <http://uaw4811.org/>. The current contract can also be found here: <https://ucnet.universityofcalifornia.edu/labor/bargaining-units/ra/index.html>.

Academic Researchers who are disabled or become disabled should notify their supervisor or department to request reasonable accommodations, in advance of their start date or any time during their appointment in accordance with Article 23-Reasonable Accommodation [[link to article](#)].

Campus guidelines and procedures for merits and promotions can be found here: «Insert links to campus guidelines and procedures for merits and promotions.» and the contract article that covers your title series can be found here: «insert link to applicable title series article».

This offer of employment is contingent upon your ability to prove that you are authorized to work in the United States, as required by the Immigration Reform and Control Act of 1986. Also, the State of California requires that we inform all academic appointees of the Political Reform Act of 1974. This Act prohibits public officials from participating in governmental decisions when personal financial interests may be affected by those decisions. The Act requires that all government employees and officials disqualify themselves from participating in a governmental decision when a financial conflict of interest is present.

If you have questions about your appointment, please do not hesitate to contact «Department Contact» at «Email address» and «phone number».

I hope you will accept this appointment, and I look forward to your involvement with the University of California, «Name».

Sincerely,

«Local contact»

Appendix D

Joint Description of Union Orientation for New Employees

Dear Researchers, Project Scientists, Specialists, and Coordinators of Public Programs,

Welcome to your new position at UC (Campus/Location). According to the collective bargaining agreement (<https://ucnet.universityofcalifornia.edu/labor/bargaining-units/ra/index.html>) between your union (UAW Local 4811, the union of Academic Researchers (<http://uaw4811.org/>) and UC (link to campus website), your hiring process includes a mandatory new employee orientation. The Union and the University agree that this orientation is an important source of information about your rights and responsibilities as a UC employee. The orientation will also provide critical facts about the Union and collective bargaining process, so you can make an informed choice about whether and how to participate. A local Union member will contact you to set up a time for this 30-minute orientation during your work time. Thanks and enjoy the start of your new job at UC!

UC Campus Logo

UAW 4811 Logo

Appendix E Parking

Each location may increase monthly parking rates annually for the life of the Agreement in accordance with the chart below:

Berkeley Campus	10% maximum
Davis Campus	\$10 maximum
Davis Health System	\$10 maximum
Irvine Campus	\$10 maximum
Irvine Medical Center	\$12 maximum
Los Angeles Campus	\$15 maximum
Los Angeles Health System	\$15 maximum
Merced Campus	\$10 maximum
Riverside Campus	\$10 maximum
San Diego Campus	Greater of \$10 or 10% maximum
San Diego Health System	Greater of \$10 or 10% maximum
San Francisco Campus & Health System	10% maximum
Santa Barbara Campus	Please see attached
Santa Cruz Campus	10% maximum
Lawrence Berkeley National Laboratory	No Charge

UC SANTA BARBARA						
Permit Name	Permit Description	2021-22 Current Rates	2022-23 (cap level)	2024-25 (cap level)	2025-26 (cap level)	2026-27 (cap level)
"B" Annual or "B" Multi-Year (Monthly Rate)	Annual or Multi-Year Staff Permit	\$37.50	+\$10	+\$10	+\$10	+\$10
"B" Quarterly (Fall/Winter/Spring/Summer)	Quarterly Staff Permit	\$120	+\$32	+\$32	+\$32	+\$32
"B" One-Month	One-Month Only Staff Permit	\$56	+\$10	+\$10	+\$10	+\$10
"M" Motorcycle (Monthly Rate)	Annual Motorcycle Permit	\$0*	+\$10	+\$10	+\$10	+\$10
"B" Carpool (Monthly Rate)	Annual Carpool Permit	\$18.75**	+\$10	+\$10	+\$10	+\$10
"N/WE" Annual or Monthly (Monthly Rate)	Annual or One-Month Night & Weekend Permit	\$16	+\$10	+\$10	+\$10	+\$10

*Permit requirement for motorcycles currently suspended during pilot period. Campus may reinstate the rate of \$18.75 per month, plus annual increases within agreed cap level. Campus will provide 30-day notice to union prior to reinstating the rate.

**Carpool permit is at a reduced rate during pilot period. Campus may reinstate the rate to the same amount as the Annual and Multi-Year Rate, plus annual increases within agreed cap level. Campus will provide 30-day notice to union prior to reinstating the rate.

APPENDIX F

Retiree Health Eligibility

Graduated Eligibility based on Age and Service Age at Retirement

Years of UCRP Service Credit At Retirement		Current Minimum Age 50	50-55	56	57	58	59	60	61	62	63	64	65
	10	50%	0%	5.0%	10.0%	15.0%	20.0%	25.0%	30.0%	35.0%	40.0%	45.0%	50.0%
	11	55%	0%	5.5%	11.0%	16.5%	22.0%	27.5%	33.0%	38.5%	44.0%	49.5%	55.0%
	12	60%	0%	6.0%	12.0%	18.0%	24.0%	30.0%	36.0%	42.0%	48.0%	54.0%	60.0%
	13	65%	0%	6.5%	13.0%	19.5%	26.0%	32.5%	39.0%	45.5%	52.0%	58.5%	65.0%
	14	70%	0%	7.0%	14.0%	21.0%	28.0%	35.0%	42.0%	49.0%	56.0%	63.0%	70.0%
	15	75%	0%	7.5%	15.0%	22.5%	30.0%	37.5%	45.0%	52.5%	60.0%	67.5%	75.0%
	16	80%	0%	8.0%	16.0%	24.0%	32.0%	40.0%	48.0%	56.0%	64.0%	72.0%	80.0%
	17	85%	0%	8.5%	17.0%	25.5%	34.0%	42.5%	51.0%	59.5%	68.0%	76.5%	85.0%
	18	90%	0%	9.0%	18.0%	27.0%	36.0%	45.0%	54.0%	63.0%	72.0%	81.0%	90.0%
	19	95%	0%	9.5%	19.0%	28.5%	38.0%	47.5%	57.0%	66.5%	76.0%	85.5%	95.0%
	20	100%	0%	10.0%	20.0%	30.0%	40.0%	50.0%	60.0%	70.0%	80.0%	90.0%	100.0%

To find the University contribution for a particular age and number of years UCRP service credit, look down the far left column for the number of years UCRP service credit; then look across that row to the appropriate age. That will show the amount of the University contribution. Example: with 15 years of UCRP service credit at age 60, the retiree receives 37.5% of the University contribution.

Note:

- An eligible employee hired prior to July 1, 2013 who will not have a minimum of 5 years of UCRP service credit and whose age in whole years and UCRP service credit will be less than 50 as of June 30, 2013 is considered a “non-grandfathered” employee. A non-grandfathered employee who retires between the ages of 50 and 55 years of age with 10 or more years of UCRP service credit will be eligible for “access only” retiree health coverage (no employer subsidy).
- A new eligible employee (i.e. an eligible employee hired on or after July 1, 2013) will not be eligible to retire until 55 years of age. A new eligible employee who retires at age 55 with 10 or more years of UCRP service credit will be eligible for “access only” retiree health coverage (no employer subsidy).

APPENDIX G

UC/UAW STEP 2 GRIEVANCE FORM		Allegations of a violation of the UC/UAW Agreement covering Academic Researchers must be filed on this form. See the UC/UAW Agreement for details regarding the filing of a grievance. Forms must be submitted to the Campus Labor Relations Office. Pursuant to section 3567 of HEERA, UC shall not agree to resolution of the grievance until the UAW has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. YOU MUST PROVIDE THE INFORMATION MARKED WITH AN ASTERISK (*) IN ACCORDANCE WITH ARTICLE 7, GRIEVANCE AND ARBITRATION, OR IT MAY BE INELIGIBLE FOR FURTHER PROCESSING			
GRIEVANT'S NAME * LAST FIRST MI			GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)		
BARGAINING UNIT CLASSIFICATION TITLE (e.g. Assistant Specialist, Project Scientist, etc.) *		GRIEVANT'S HIRING UNI/DEPARTMENT *		GRIEVANT'S HOME TELEPHONE NUMBER	
NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR, TITLE AND TELEPHONE NUMBER		NON-UNIVERSITY ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT [OR REPRESENTATIVE'S ADDRESS MAY BE USED] *			
REPRESENTATIVE'S NAME (IF REPRESENTED) *		REPRESENTATIVE'S ORGANIZATION (IF APPLICABLE) *		REPRESENTATIVE'S NON-UNIVERSITY TELEPHONE NUMBER	
REPRESENTATIVE'S MAILING ADDRESS, CITY, STATE, ZIP					
TYPE OF GRIEVANCE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GROUP (LIST ALL NAMES) <input type="checkbox"/> UNION			SPECIFIC ARTICLE(S), SECTION(S), & SUB-SECTION(S) OF THE UC/UAW AGREEMENT ALLEGED TO BE VIOLATED *		
DATE OF ALLEGED VIOLATION(S) *	DATE OF INFORMAL STEP DISCUSSION WITH SUPERVISOR IF ANY	DATE OF INFORMAL STEP RESPONSE, IF ANY		ARE YOU REQUESTING A STEP 2 MEETING <input type="checkbox"/> YES <input type="checkbox"/> NO	
DESCRIPTION OF ALLEGED VIOLATION OF THE AGREEMENT.* PLEASE DESCRIBE IN DETAIL THE FACTS AND CIRCUMSTANCES (INCLUDING DATES) THAT EXPLAIN HOW THE ARTICLE(S) AND SECTION(S) WERE VIOLATED. (ATTACH SEPARATE SHEET OF PAPER IF NEEDED.)					
REMEDY REQUESTED *					
GRIEVANT'S SIGNATURE				DATE	
REPRESENTATIVE'S SIGNATURE (IF REPRESENTED)				DATE	

APPENDIX H PANEL OF ARBITRATORS

1. Sara Adler
2. Norman Brand
3. Mark Burstein
4. Christopher Cameron
5. Douglas Collins
6. Andrea Dooley
7. Ann Andrew Ellis
8. Matthew Goldberg
9. Juan Carlos Gonzalez
10. Joe Henderson
11. Fred Horowitz
12. Najeeb Nabil Khoury
13. Jill Klein
14. Andria Knapp
15. Jonathan Monat
16. Yuval Miller
17. Guy Prihar
18. Michael Prihar
19. Paul Roose
20. Jan Stiglitz
21. David Weinberg

APPENDIX I

TITLE IX OFFICES / OFFICES OF EQUAL EMPLOYMENT OPPORTUNITY

Berkeley	https://ophd.berkeley.edu/
San Francisco	Office for the Prevention of Harassment and Discrimination (OPHD): https://ophd.ucsf.edu/
Davis	Compliance and Policy (Title IX): https://compliance.ucdavis.edu/title-ix HDAPP office (OPHD) for complaints alleging discrimination: https://hdapp.ucdavis.edu/ .
Lawrence Berkeley National Lab	Cheri Toney Title: Interim EEO/TitleIX Officer EEO Investigations Program Manager Phone: 510-486-7585 Email: CToney@lbl.gov
Los Angeles	Equity, Diversity and Inclusion – Discrimination Prevention Office: https://chr.ucla.edu/staff-diversity/discrimination-harassment Title IX office: https://sexualharassment.ucla.edu/ Staff Diversity and Compliance Office: https://adminvc.ucla.edu/equity/reporting/SDC
Riverside	Title IX: https://titleix.ucr.edu/ EEO/AA: https://compliance.ucr.edu/office-title-ix-equal-employment-affirmative-action
San Diego	Title IX Office (OPHD): http://ophd.ucsd.edu/
Santa Cruz	Title IX Office: https://titleix.ucsc.edu/ Office of Diversity, Equity, and Inclusion: https://diversity.ucsc.edu/eeo-aa/index.html
Santa Barbara	Title IX office: https://titleix-dhp.ucsb.edu/
Irvine	Office of Equal Opportunity & Diversity: https://www.oeod.uci.edu/
Merced	Office for the Prevention of Harassment and Discrimination (OPHD): http://dsvp.ucmerced.edu

APPENDIX J
UAW MEMBERSHIP ELECTION FORM

Dear <<Name>>

Your University of California position is represented by the UAW. In accordance with the collective bargaining agreement, the University is sending you the UAW Membership Election Form (**MEF**).

You may select or decline union membership on the MEF. Membership is voluntary and not a condition of employment. Please note, the University neither encourages nor discourages union membership.

To access the Form, click the "View Documents" button below. This will take you to DocuSign, a secure online signature tool, where you can complete and sign the Form. DocuSign enables you to provide an electronic signature on the necessary form, you will not need to print any document. When you submit, a copy will be sent directly to UAW.

If you have already received this form, please disregard this notice.

If you have any questions about this form, do not reply to this email. Please contact the Union at info@uc-uaw.org.



UAW Membership Election & Dues Deduction Authorization Form

Welcome to your Union (UAW and its Locals 2865 and 5810)!

This is the form by which every Academic Worker in a unit represented by the UAW – Academic Student Employees, Student Researchers, Postdoctoral Scholars, and Academic Researchers – voluntarily accepts or declines Union membership.

By forming a Union at the University of California, Academic Workers have won:

- Guaranteed annual pay increases to reflect experience and the cost of living
- Enforceable protections against bullying, harassment and discrimination
- High-quality, low-cost healthcare, guaranteed paid family leave
- And many more rights and protections

These rights and protections are only possible because a majority of Academic Workers are dues-paying members of the Union. Membership builds our collective power to improve and enforce our rights and gives you the right to participate in the Union.

☐

Count me in the majority! I accept membership in the UAW and its designated Local that represents me with respect to my working conditions at UC. I agree to pay a one-time \$10 initiation fee and monthly dues, currently 1.44% of my gross pay. I authorize UC to deduct the initiation fee and monthly membership dues from my pay and remit them to the Union. Unless revoked, this authorization is to remain in effect for all periods of time in which I am a UAW member and receiving a paycheck for work performed in a UAW-represented unit.

☐

I decline membership in UAW

NAME (Please print)

SIGNATURE

DATE

MOBILE PHONE

UC EMAIL

JOB TITLE

DEPT. EMPLOYED

DEPT. ENROLLED

CAMPUS

OFFICE LOCATION (Building, room #)

PI / RESEARCH GROUP (if applicable)

QUESTIONS? WANT TO GET INVOLVED?

Visit uaw2865.org or uaw5810.org, email us at info@uc-uaw.org, or give us a call at 510-549-3863. Please direct all questions about this form to the Union, not the University.

APPENDIX K
RESPECTFUL WORK ENVIRONMENT – CAMPUS DESIGNATED OFFICE

LOCATION	WEBSITE	CONTACT INFORMATION
Berkeley	Employee and Labor Relations https://hr.berkeley.edu/employee-labor-relations/employee-relations-policies/employee-relations/addressing-abusive-conduct	AC_elr@berkeley.edu
Davis	Employee and Labor Relations https://hr.ucdavis.edu/departments/elr/policies/abusive-conduct	abusiveconduct@ucdavis.edu
Davis Health	Employee and Labor Relations https://hr.ucdavis.edu/departments/elr/policies/abusive-conduct	hs-employee-and-labor-relations@groups.ucdavis.edu
Irvine	For more information on UCI's "Implementing Procedure for Presidential Policy on Abusive Conduct in the Workplace" go to: https://policies.uci.edu/policies/procs/700-33.php .	Responsible offices depend on who allegedly committed the abusive conduct, as follows: 1. For reports alleging Abusive Conduct by faculty/academic appointee: https://ap.uci.edu/reportaconcern/ 2. For reports alleging Abusive Conduct by other staff employees or third-parties: www.universityofcalifornia.edu/hotline 3. For reports alleging Abusive Conduct by students not acting in the course of University employment: conduct@uci.edu (Office of Academic Integrity and Student Conduct) 4. Or, alleged Abusive Conduct can be reported to any a supervisor, any manager, any Human Resources (HR) representative, the Office of Academic Personnel, or a Workforce Relations staff member
Irvine Health	For more information on UCI's "Implementing Procedure for Presidential Policy on Abusive Conduct in the Workplace" go to: https://policies.uci.edu/policies/procs/700-33.php .	Responsible offices depend on who allegedly committed the abusive conduct, as follows: 1. For reports alleging Abusive Conduct by faculty/academic appointee: https://ap.uci.edu/reportaconcern/ 2. For reports alleging Abusive Conduct by other staff employees or third-parties: www.universityofcalifornia.edu/hotline 3. For reports alleging Abusive Conduct by students

		<p>not acting in the course of University employment: conduct@uci.edu (Office of Academic Integrity and Student Conduct)</p> <p>4. Or, alleged Abusive Conduct can be reported to any a supervisor, any manager, any Human Resources (HR) representative, the Office of Academic Personnel, or a Workforce Relations staff member</p>
Los Angeles	<p>Employee & Labor Relations</p> <p>https://chr.ucla.edu/conflict-resolution/how-to-file-a-complaint-or-grievance</p>	labor.relations@chr.ucla.edu
Los Angeles Health	https://mednet.uclahealth.org/hr/elr/important-employment-policies/	UCLAHealthEmployeeRelations@mednet.ucla.edu
Merced	https://hr.ucmerced.edu/hr-units/employee-labor-relations/abusive-conduct-workplace	academicpersonnel@ucmerced.edu & https://academicpersonnel.ucmerced.edu/
Riverside	<p>UCR does not have a central designated office for reporting. Instead, employees report depending on who the complaint is about. For more information on UCR's "Resources for people experience or observing Abusive conduct" go to: https://help.ucr.edu/resources-people-experiencing-or-observing-abusive-conduct</p>	<ol style="list-style-type: none"> 1. For reports alleging Abusive Conduct by academic personnel (other than Senate faculty), the Academic Personnel Office. apomail@ucr.edu 2. For reports alleging Abusive Conduct by Senate Faculty, the Vice Provost for Administrative Resolution. vpar@ucr.edu 3. For reports alleging Abusive Conduct by other employees, Human Resources. employee.relations@ucr.edu
San Diego	<p>UCSD does not have a central designated office for reporting. Instead, employees may report via the UCSD Abusive Conduct in the Workplace portal. For more information on UCSD's policy go to: https://blink.ucsd.edu/HR/policies/conduct/abusive.html</p>	https://ucsdcms.i-sight.com/portal/abusive-conduct
San Diego Health	<p>UCSD does not have a central designated office for reporting. Instead, employees may report via the UCSD Abusive Conduct in the Workplace portal. For more information on UCSD's policy go to: https://blink.ucsd.edu/HR/policies/conduct/abusive.html</p>	https://ucsdcms.i-sight.com/portal/abusive-conduct

San Francisco	https://hr.ucsf.edu/my-hr/employees/violence-and-bullying	ELR@ucsf.edu
Santa Barbara	Abusive Conduct Office https://www.hr.ucsb.edu/addressing-abusive-conduct-workplace	hr-workplaceconduct@ucsb.edu
Santa Cruz	https://shr.ucsc.edu/elr/abusive-conduct-in-the-workplace/index.html	reportabusiveconduct@ucsc.edu
LBNL	https://fair.lbl.gov/	Fair@lbl.gov

SIDE LETTER
DISCUSSION OF LOCAL BRIDGE FUNDING
JOINT LABOR MANAGEMENT COMMITTEE

1. The University and the Union recognize the significance of ensuring the continuity of research.
2. At the request of either party, the parties shall convene a Joint Labor Management Committee, at the local level, with the express intent of meaningfully discussing bridge funding for the research of designated Principal Investigators in the bargaining unit. Nothing in this Side Letter obligates the parties to alter the language in the Agreement.
3. The parties at each location shall mutually agree on an equal number of representatives for each local Joint Committee. Academic Researchers serving on the Committee shall be provided release time for time they would have otherwise worked on that day for the purpose of attending Joint Committee meetings.
4. The parties may invite guests, including, but not limited to subject matter experts and/or bargaining unit members to attend Joint Committee meetings, provided there is advance notice and mutual agreement.
5. The Joint Committee shall meet once per year, and the parties must mutually agree on the date, time, and location. Should the parties agree to hold additional meetings, they must be by mutual agreement.
6. The parties shall exchange agenda items for the Joint Committee meeting no later than seven (7) days prior to the meeting. If there are no agenda items proposed, the meeting shall be canceled or re-scheduled.
7. This Side Letter agreement shall terminate upon expiration of the Agreement, in accordance with Article 35 - Duration.

SIDE LETTER
JOINT LABOR MANAGEMENT COMMITTEE
Workplace Accessibility

A. OBJECTIVE

Provide an opportunity for the parties to discuss resources and strategies regarding workplace accessibility consistent with UC Policy and applicable law.

B. JOINT LABOR MANAGEMENT COMMITTEE

1. The Systemwide Committee shall be constituted and operate as follows:
 - a) The UAW shall have one representative from each campus and two additional UAW staff representatives. Academic Researchers serving on the committee shall be provided release time for time the Academic Researcher would have otherwise worked on that day for the purpose of attending meetings. The University shall be represented by one representative per campus location and two representatives from the Office of the President.
 - b) The parties may invite guests, including but not limited to subject matters experts and/or bargaining unit members to attend Joint Committee meetings, provided there is advance notice.
 - c) The Joint Committee shall meet every six months either in-person, alternating between Northern California and Southern California, or over a remote platform. The parties will jointly agree to dates and meeting locations. Should the parties agree to hold additional meetings, they must be by mutual agreement.
 - d) The UAW shall initiate the meeting by communicating interest to the Office of the President Labor Relations, including the names of the UAW members of the Committee. Provided notice is given to the University no less than thirty (30) calendar days prior to the scheduled meeting, the UAW Committee members shall be released as in B. 1.a). above.
 - e) The UAW shall propose agenda items for the meeting no later than ten (10) calendar days prior to the meeting. If there are no agenda items proposed, the meeting shall be canceled or rescheduled.
 - f) The first meeting shall be no later than 120 days from ratification.

- g) The UAW Committee members will be released for the meetings, provided there is ample notice.

C. JLMC AGENDA

The Agenda may include but not be limited to the following topics:

1. Policies regarding accommodation/accessibility needs;
2. Information available to bargaining unit members regarding processes to meet workplace accessibility;
3. Aggregate, anonymized data regarding accommodation requests based upon the current reporting tools;
4. Aggregate, anonymized data regarding implemented accommodations based upon the current reporting tools;
5. Campus best practices and implementation guidelines.

- D.** Local concerns may be discussed in accordance with Article 10 - Labor Management Meetings.

Side Letter

LBNL Project Scientist Accretion

The University of California (“University”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 5810 (“UAW” or “Union”) agree to the following terms and conditions for the accretion of the classification of Project Scientist at the Lawrence Berkeley National Laboratory (“LBNL”) into the existing Academic Researcher (“RA”) collective bargaining unit.

1. General Considerations

- a. This Side Letter is only applicable for the accretion of the classification of Project Scientist at LBNL and pertains only to the classifications and title codes named in this agreement and shall not be precedent setting on any other matter, waive, or modify any other provisions of the current collective bargaining agreement (“CBA”).
- b. All terms of the UC-UAW 5810 CBA, not modified by this agreement, shall apply to any employees in the applicable title codes effective on the date of the ratification of this Side Letter.
- c. Employees at LBNL who hold an appointment in the SXX.P title codes, including the codes included in the May 16, 2023 Public Employment Relations Board issued modification order (SF-UM-878-H, Appendix A), and who meet the definition and UC-UAW agreement on the accretion on Project Scientists, are subject to the terms and conditions of this Side Letter. When LBNL creates a new SXX.P title code, it shall provide notice to the Union at least 30 days in advance. This recognition excludes any LBNL employees in the titles listed above who are defined by HEERA as managerial, supervisory and/or confidential or whose principal place of employment is outside of the State of California at a worksite with 100 or fewer employees.
- d. The term “incumbent” in this Side Letter is specific to employees in the covered title codes who are employed at LBNL as of the date of ratification of this Side Letter.
- e. Any disputes arising from this side letter agreement are subject to the grievance and arbitration process as outlined in Article 7 – Grievance and Arbitration of the CBA.

2. Project Scientist Series

Employees appointed to one of the covered titled codes shall be covered under all provisions of the Project Scientist Series specified in Article 22 except as described below:

- a. Employees that are eligible shall undergo merit and promotion review beginning with the fiscal year 2024 LBNL review period. LBNL shall develop local procedures for the review period.

- i. Incumbents who were hired on or before January 1, 2023 as a Project Scientist at LBNL shall be eligible for their first merit and promotion review in fiscal year 2024.
 - ii. Incumbents who were hired after January 1, 2023 as a Project Scientist at LBNL shall be eligible for their first merit and promotion review in fiscal year 2025.
- b. The effective date of merit increases and promotions as a result of the review process described in 2.a.i shall be effective on October 1st of the review cycle or the date listed in the notice pursuant to Article 22, Section D.1.b.4 in the CBA.
- c. Review Period for Project Scientists Hired After Ratification (Non-Incumbents):
 - i. A LBNL Project Scientist with an initial date of appointment between October 1st and April 1st shall be reviewed per the schedules in Article 22 as follows:
 - 1. Assistant Project Scientists at all steps and Associate Project Scientists, up to Step III, shall be reviewed every two years.
 - 2. Associate Project Scientists at Steps IV and V, and Full Project Scientists at Steps I-IV, shall be reviewed every three years.
 - 3. Full Project Scientists at Steps V and above shall be reviewed at least every five years, in accordance with local procedures.
 - ii. The review schedule for a LBNL Project Scientist with an initial date of appointment between April 2nd and September 30th will not commence until October 1st of that year. On October 1st of that year, the review schedules in Section c.1-3 shall apply.

3. Appointments

- a. Notices of Appointment or Notices of Reappointment shall follow the Article 2 provisions beginning on the first of the month following thirty days after ratification.
- b. Transition for Incumbents - Incumbents in the covered positions on the date of execution of this Agreement shall not be subject to the provisions of Article 22, Section C related to their current appointment length, shall not receive an extension of their current appointment length as a result of this agreement, and shall remain in their current appointment for the length listed in their original offer. Decisions of reappointment are at the sole discretion of the University as per the CBA provisions.
- c. Reappointments lengths shall be subject to Article 22, Section C, except that reappointments after the first merit review may be less than the minimum appointment length if the employee will be reaching the five-year limitation of service as described in e. below.
- d. Incumbents who were previously categorized as "Limited Employees" under the Personnel Policies for Staff Members shall be converted to a title code within the Project Scientist Series as described in this Side Letter.

- e. LBNL employees in the Project Scientist Series shall have a five-year limitation of service. Additionally, if the employee is on an approved paid or unpaid leave of absence for one month or longer, their five-year limitation may be extended by the length of the leave up to one additional year beyond the five-year maximum.

4. Holidays

For LBNL, the general provisions of Article 9 shall apply except that employees in these covered titles shall follow the current LBNL holiday schedule where LBNL does not recognize Veterans Day (November 11th) and Cesar Chavez Day (last Friday in March or announced equivalent). LBNL has one administrative holiday that Project Scientists can use for Veterans Day, Cesar Chavez Day, or during the LBNL winter shutdown.

5. Transition for Incumbents - Performance Management Process (PMP)

- a. Incumbents who are currently participating in the staff PMP, subject to all current provisions of the LBNL PMP program, shall continue to participate in the process. Any incumbents who are eligible under the guidelines shall receive a scheduled increase effective October 1, 2023.
- b. After the completion of the fiscal year 2023 PMP process, LBNL Project Scientists shall no longer be eligible to participate in the staff PMP.

6. Compensation

a. General Range Adjustments

LBNL shall implement a local Project Scientist Scale which shall follow the provisions of the CBA (Appendix B), including, but not limited to, the general range adjustments outlined in Article 4 – Compensation, except for the following:

- i. Starting in 2024, the implementation of prospective general range adjustments specified in Article 4 shall coincide with the first full pay period commencing on or after October 1st of each year instead of July 1.
- ii. Eligibility for general range adjustments:
 - 1. Monthly paid Project Scientists must be appointed and on payroll status on October 1st.
 - 2. Bi-weekly paid Project Scientists must be appointed and on payroll status on the first day of the first full bi-weekly pay period commencing on or after October 1st.
- iii. General Range Adjustments
 - 1. On a non-precedent setting basis, and applicable only to LBNL Project Scientists, Project Scientists whose current salary is above their step on the new LBNL Project Scientist Scale described in Section 6.b, shall have the amount above their step designated as an LBNL salary component. Current and future LBNL Salary Components shall receive the same percentage increase to their

LBNL salary component as the general range adjustment increases described in Article 4 – Compensation and this section.

b. Placement to Rank and Steps

- i. On a one-time, non-precedent setting basis, incumbents in the Project Scientist titles identified in Section 1.c above, shall be placed on the LBNL Project Scientist Scale effective January 1, 2024 or the first of the month following sixty (60) days of ratification whichever is later.
 1. The initial placement to rank and step is based on each incumbent's number of years from PhD. The initial placement is based on number of years from PhD as of the date of placement on the LBNL Project Scale which is effective January 1, 2024 or the first of the month following sixty (60) days of ratification whichever is later.
 2. As part of the initial placement, LBNL guarantees a minimum of four and a half percent (4.5%) increase on the effective date, including cases where the incumbent is at or above the salary rate for their corresponding rank and step. The minimum 4.5% is inclusive of any increase from placement on the scale.
 - a. For incumbents who were hired on or before April 1, 2021, instead of 4.5% they shall receive a minimum guarantee of 5.5% increase on the effective date as per above, inclusive of any increase from placement on the scale.
 3. Incumbents shall have the working title of LBNL Project Scientist.
- ii. Placement of non-incumbents (future employees) to specific rank and step is subject to the sole, non-grievable discretion of the University.

7. Benefits and Other Considerations

- a. LBNL shall continue its current practices of relocation benefits for eligible LBNL Project Scientists in accordance with LBNL's relocation assistance policy.
- b. Incumbents in covered positions shall begin dues deductions as per the CBA on the first of the month following sixty (60) days of ratification.
- c. The implementation of any benefits or accruals under the CBA, which are not currently programmed into the University's systems, such as but not limited to vacation, shall begin the first of the month following sixty (60) days of ratification.
- d. LBNL shall begin to distribute Membership Election Forms as per the CBA on the first of the month following thirty (30) days of ratification.
- e. The parties shall meet within six (6) months for a Joint Labor Management Meeting for LBNL to present its local guidelines and procedures for how appointees in the Project Scientist series may be eligible to be considered for exceptional Principal Investigator/Co-Principal Investigator status.

- f. The UAW shall withdraw Unfair Practice Charge No. SF-CE-1439-H and the exclusive bargaining-related request for information.

For the University:

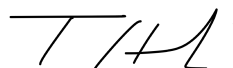


Mara M. Otero
Associate Director – Chief Negotiator
UC Office of the President

For the Union:



Iris Young
Project Scientist, LBNL



Thomas Hendrickson
Project Scientist, LBNL



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Employer,

and

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, UAW LOCAL 5810,

Exclusive Representative.

Case No. SF-UM-878-H

UNIT MODIFICATION ORDER

TITLE OF UNIT: Academic Researchers (AR) Unit

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved:

Employees in the following titles and title codes at
Lawrence Berkeley Laboratory will be added to the AR
Unit:

Project Scientists:
S02.P Medical Project Scientist/Engr
S03.P Biochemist Project Sci/Engr
S04.P Bioinformaticist Project SE
S05.P Biologist Project Sci/Engr
S06.P Computational Biol Project SE
S07.P Biophysicist Project Sci/Engr
S08.P Geneticist Project Sci/Engr
S09.P Physiologist Project Sci/Engr
S10.P Biological Engr Project Sci
S11.P Chemist Project Scientist/Engr
S12.P Applied Physicist Proj Sci/Eng
S13.P Physicist Project Sci/Engr
S14.P Materials Project Sci/Engr
S15.P Geological Project Scientist
S28.P Earth Project Engineer
S34.P Chemical Project Engineer
S47.P Architect Project Sci/Engr

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



S48.P EnergyEnv Policy Project SE
S49.P Entrepreneurial Project SE
S35.P Electronic Project Sci/Engr
S36.P Mechanical Project Sci/Engr
S37.P Mathematician Project Sci/Engr
S38.P Computer Project Sci/Engr
S39.P Computational Project Sci/Eng
S40.P Statistician Project Sci/Engr
S42.P Energy Tech & Systems Project Sci/Eng

This Unit Modification Order shall not be considered to be a certification for the purpose of computing time limits pursuant to PERB Regulation 32754.

Issuance of this Order shall not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at Oakland, California on May 16, 2023.

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD

A handwritten signature in cursive script, appearing to read 'Dan Crossen', written over a horizontal line.

Daniel Crossen
Regional Attorney

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, San Francisco Regional Office, 1515 Clay Street, Suite 2206, Oakland, CA, 94612-1403.

On May 18, 2023, I served the Unit Modification Order regarding Case No. SF-UM-878-H on the parties listed below by

 I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Oakland, California.

 Personal delivery.

 X Electronic service (e-mail).

Timothy Yeung, Attorney
Sloan Sakai Yeung & Wong LLP
555 Capitol Mall, Suite 600
Sacramento, CA 95814
Email: tyeung@sloansakai.com

Daniel Curry, Attorney
Schwartz, Steinsapir, Dohrmann & Sommers, LLP
6300 Wilshire Blvd Suite 2000
Los Angeles, CA 90048
Email: dec@ssdslaw.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 18, 2023, at Oakland, California.

Aryana M Kazimi

(Type or print name)



(Signature)

Agreement
Between University of California and UAW Local 5810
In re Unit Modification Petition in PERB Case No. SF-UM-878-M

WHEREAS, UAW Local 5810 filed a unit modification petition SF-UM-878-M on August 8, 2022, which as amended sought to accrete the classification of Project Scientist at the Lawrence Berkeley National Laboratory ("LBNL") into the existing Academic Researcher ("AR") collective bargaining unit,

WHEREAS, UAW Local 5810 in its petition asserted that the community of interest of AR Unit employees includes employees, such as Project Scientists at LBNL, who do not currently undergo the Merit and Promotion Review process,

WHEREAS, the University asserted that the community of interest of AR Unit employees is limited to academic employees, which includes the requirement that academic employees undergo the Merit and Promotion Review process.

WHEREAS, the University does not oppose this unit modification as long as LBL Project Scientists agree to become academic employees, and agree to abide by the terms and conditions of employment for academic employees, and applicable terms and conditions of the AR Unit Collective Bargaining Agreement ("CBA"), including the Merit and Promotion Review process for Project Scientists described in the AR Unit CBA, Article 22.

NOW THEREFORE, in order to proceed with the SF-UM-878-M in a timely fashion, and with neither party conceding its respective positions, the parties agree to the following terms:

1. The parties agree that the LBL Project Scientists shall become academic employees under the applicable terms and conditions of the AR Unit CBA, including the Merit and Promotion Review process for Project Scientists described in the AR Unit CBA, Article 22. The parties shall meet and confer regarding the specifics of the LBNL Project Scientist

employees' transition, and the timeline for transition to academic employees under the AR Unit CBA, including how to apply rank and step for LBNL Scientists.

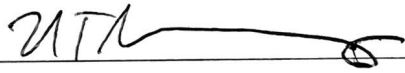
2. The University shall withdraw its opposition to UAW Local 5810's unit modification petition Case No. SF-UM-878-M.

3. The parties shall jointly request that the Public Employment Relations Board grant the petition in Case No. SF-UM-878-M and order the LBL Project Scientists accreted into the AR bargaining unit.

WHEREFORE, the Parties hereto have voluntarily executed this agreement on the dates shown below.

UAW LOCAL 5810

Dated: 4/27/23

By: 
Neal Sweeney
President, UAW Local 5810

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**


Dated: 5/3/2023

By: 
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Tentative Agreement - Appendix A

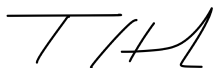
For the University:

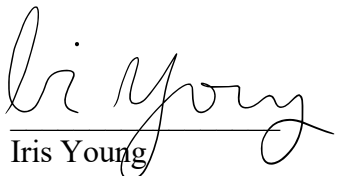
Dated: 10/23/2023


Mara M. Otero
Associate Director – Chief Negotiator
UC Office of the President

For the Union:

Dated: 10/26/23


Thomas Hendrickson
Project Scientist
LBNL


Iris Young
Project Scientist
LBNL

Appendix B - LBNL Salary Scale for Project Scientist Series				
Rank	Step	Years at Step	01/01/2024 Annual	1/1/24 Monthly
Assistant Project 1	1	2	\$ 91,300.00	\$ 7,608.33
Assistant Project 2	2	2	\$ 95,900.00	\$ 7,991.67
Assistant Project 3	3	2	\$ 100,700.00	\$ 8,391.67
Assistant Project 4	4	2	\$ 105,700.00	\$ 8,808.33
Assistant Project 5	5	2	\$ 110,900.00	\$ 9,241.67
Assistant Project 6	6	2	\$ 116,500.00	\$ 9,708.33
Associate Project 1	1	2	\$ 111,000.00	\$ 9,250.00
Associate Project 2	2	2	\$ 116,600.00	\$ 9,716.67
Associate Project 3	3	2	\$ 122,400.00	\$ 10,200.00
Associate Project 4	4	3	\$ 128,600.00	\$ 10,716.67
Associate Project 5	5	3	\$ 136,100.00	\$ 11,341.67
Project 1	1	3	\$ 128,700.00	\$ 10,725.00
Project 2	2	3	\$ 136,200.00	\$ 11,350.00
Project 3	3	3	\$ 144,200.00	\$ 12,016.67
Project 4	4	3	\$ 152,800.00	\$ 12,733.33
Project 5	5	N/A	\$ 162,100.00	\$ 13,508.33
Project 6	6	N/A	\$ 172,200.00	\$ 14,350.00
Project 7	7	N/A	\$ 183,200.00	\$ 15,266.67
Project 8	8	N/A	\$ 195,200.00	\$ 16,266.67
Project 9	9	N/A	\$ 208,200.00	\$ 17,350.00

Tentative Agreement - Appendix B

For the University:

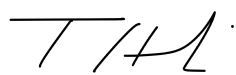
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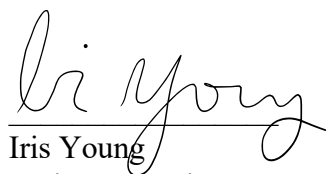
Mara M. Otero
 Associate Director – Chief Negotiator
 UC Office of the President

For the Union:

Dated: 10/26/23



Thomas Hendrickson
 Project Scientist
 LBNL



Iris Young
 Project Scientist
 LBNL



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Appendix C					
On a one-time, non-precedent setting basis, incumbents in the Project Scientist titles identified in the LBNL Project Scientist Accretion Side Letter, shall be placed on the LBNL Project Scientist Scale effective January 1, 2024 or the first of the month following ninety (90) days of ratification whichever is later. The initial placement to rank and step is based on each incumbent's number of years from PhD. Placement of non-incumbents (future employees) to specific rank and step is subject to the sole, non-grievable discretion of the University.					
Rank	Step	Normal Years at Step	Years Since PhD	# of Incumbents at Rank	# of Incumbents with Review in 2024
Assistant Project 1	1	2	0 - 1		
Assistant Project 2	2	2	2 – 3	7	1
Assistant Project 3	3	2	4 – 5	11	5
Assistant Project 4	4	2	6 – 7	21	9
Assistant Project 5	5	2	8 - 9	Incumbents shall be placed at Associate Project 1 or 2.	
Assistant Project 6	6	2	10 - 11		
Associate Project 1	1	2	8 – 9	10	8
Associate Project 2	2	2	10 – 11	6	5
Associate Project 3	3	2	12 – 13	1	1
Associate Project 4	4	3	14 – 16	Incumbents shall be placed at Project 1 or 2.	
Associate Project 5	5	3	17 – 19		
Project 1	1	3	14 – 16	2	2
Project 2	2	3	17 – 19		
Project 3	3	3	20 – 22		
Project 4	4	3	23 – 25		
Project 5	5	N/A	26 – 28		
Project 6	6	N/A	29 – 31	1	1
Project 7	7	N/A	32 - 34		
Project 8	8	N/A	35 - 37		
Project 9	9	N/A	38 +		

Tentative Agreement - Appendix C

For the University:

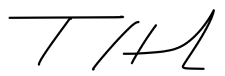
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Mara M. Otero
 Associate Director – Chief Negotiator
 UC Office of the President

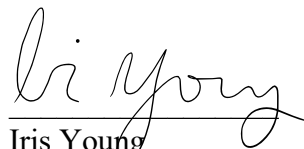
For the Union:

Dated: 10/26/23



Thomas Hendrickson
 Project Scientist
 LBNL





Iris Young
 Project Scientist
 LBNL