

**University of California  
SX Unit  
Final Implementation Package  
(Effective July 1, 2025)**

The University hereby implements portions of its last, best, and final offer (LBFO) dated April 30, 2025, effective July 1, 2025. Provisions expressly identified below are part of this implementation. Except as provided below, it is understood all other provisions that are not included below remain in status quo.

Additionally, the UC Final Implementation Package document shows the resulting language that will be in effect as of July 1 for those articles affected by these implemented terms.

Except as explicitly provided for in the proposals outlined below, this implementation does not alter or affect the established past practice regarding any negotiated terms and conditions of employment (whether memorialized by contract or through actual practice).

The SB 525 wage increase, noticed on May 29, 2025, is subsumed by the imposed wage increases set out in Article 44 below.

This implementation communication and the provisions below should be construed as consistent with the law. This means, for example, that the implemented provisions do not cover waivers of the union's rights, as defined by law, nor should this letter be construed as implying that provisions that expire as a matter of law at the end of the contract are effective in status quo.

**University of California  
SX Unit**

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**ARTICLE 4A  
UNIVERSITY HEALTH AND WELFARE BENEFITS**

**A. GENERAL CONDITIONS**

Eligible employees may participate in a number of benefit programs generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University.

- 1.** 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.

- a. The University may, at its option during the term of this Agreement, alter its

health and welfare programs. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, changing the carrier/administrator for established plans or programs, adjusting pay bands, or altering employee and University monthly rates of contribution (except as modified by A.1. b. below). In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the University.

- b. The sole exceptions to §A.1.a. shall be any alterations proposed by the University which affect only bargaining unit employees.

2. Employee costs for healthcare premiums and costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction. **Healthcare premiums and plan costs are posted on UCnet and will be updated each year. The link for these healthcare premiums and plan costs is at:**

<https://ucnet.universityofcalifornia.edu/benefits/health-welfare/>

~~Beginning in calendar year 2021, increases in employee contribution rates for the Kaiser and Health Net Blue and Gold plans shall not exceed \$10 per month (up to aggregate increase of \$120/year) over the prior year for each year of the agreement.~~

~~Full-time salary rate of \$58,000 or less~~

3. **Effective as soon as practicable, the University shall reduce the monthly employee contribution portion for employees in Pay Bands 1 and 2 as follows:**

- a. **Employees in Pay Band 1 who enrolled in Kaiser HMO (Kaiser Permanente) or UC Blue & Gold HMO (Health Net) shall have their employee premium contribution reduced by \$125.**
- b. **Employees in Pay Band 2 who enrolled in Kaiser HMO (Kaiser Permanente), or UC Blue & Gold HMO (Health Net) shall have their employee premium contribution reduced by \$100.**

**If after the above premium reduction applied, the resulting amount of the employee contribution is below \$0.00, the employee will not owe any contribution for the month but will also not receive any surplus compensation nor any rollover credit to offset any future month's contribution.**

**These premium reductions shall apply to employee contribution rates in the specific plan year and nothing in this section, nor any other section, shall infringe on the University's ability to exercise its rights under section A.1.a of this Article.**

<b>Plan</b>	<b>Self</b>	<b>Self + Child(ren)</b>	<b>Self + Adult</b>	<b>Family</b>
Core (PPO)	\$0.00	\$0.00	\$0.00	\$0.00
Health Net Blue & Gold (HMO)	\$50.64	\$91.15	\$166.95	\$207.46
Kaiser Permanente— CA (HMO)	\$22.97	\$41.35	\$50.31	\$68.66
UC Care (PPO)	\$141.74	\$255.13	\$358.26	\$471.65
UC Health Savings Plan (PPO)	\$22.97	\$41.35	\$50.31	\$68.66

Full-time salary of \$58,001—\$114,000

<b>Plan</b>	<b>Self</b>	<b>Self + Child(ren)</b>	<b>Self + Adult</b>	<b>Family</b>
Core (PPO)	\$0.00	\$0.00	\$0.00	\$0.00
Health Net Blue & Gold (HMO)	\$88.82	\$159.87	\$254.11	\$325.17
Kaiser Permanente— CA (HMO)	\$61.15	\$110.07	\$137.47	\$186.37
UC Care (PPO)	\$179.92	\$323.85	\$445.42	\$589.36
UC Health Savings Plan (PPO)	\$61.15	\$110.07	\$137.47	\$186.37

**Full-time salary rate of \$71, 000 or less**

<b><u>Plan</u></b>	<b><u>Self</u></b>	<b><u>Self + Child(ren)</u></b>	<b><u>Self + Adult</u></b>	<b><u>Family</u></b>
<u>Core (PPO)</u>	<u>\$25.91</u>	<u>\$46.63</u>	<u>\$110.50</u>	<u>\$131.22</u>
<u>UC Blue &amp; Gold (HMO)</u>	<u>\$0.00</u>	<u>\$69.38</u>	<u>\$180.90</u>	<u>\$265.91</u>

<u>Kaiser Permanente – CA (HMO)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$24.16</u>
<u>UC Care (PPO)</u>	<u>\$232.12</u>	<u>\$414.73</u>	<u>\$561.18</u>	<u>\$744.42</u>
<u>UC Health Savings Plan (PPO)</u>	<u>\$86.39</u>	<u>\$141.43</u>	<u>\$197.08</u>	<u>\$248.43</u>

**Full-time salary of \$71,001 - \$140,000**

<u>Plan</u>	<u>Self</u>	<u>Self + Child(ren)</u>	<u>Self + Adult</u>	<u>Family</u>
<u>Core (PPO)</u>	<u>\$73.02</u>	<u>\$131.43</u>	<u>\$218.05</u>	<u>\$276.46</u>
<u>UC Blue &amp; Gold (HMO)</u>	<u>\$57.84</u>	<u>\$182.34</u>	<u>\$314.80</u>	<u>\$438.24</u>
<u>Kaiser Permanente – CA (HMO)</u>	<u>\$0.00</u>	<u>\$65.97</u>	<u>\$185.74</u>	<u>\$252.33</u>
<u>UC Care (PPO)</u>	<u>\$284.54</u>	<u>\$508.41</u>	<u>\$676.92</u>	<u>\$901.51</u>
<u>UC Health Savings Plan (PPO)</u>	<u>\$203.54</u>	<u>\$333.11</u>	<u>\$475.58</u>	<u>\$595.82</u>

**B. EFFECT OF ABSENCES FROM WORK ON BENEFITS**

1. **Temporary Layoff/Temporary Reduction In Time/Furlough** – Health plan contributions by the University will be provided for unit employees, in accordance with Section C, below, when the employee is affected by the following conditions lasting up to 4 months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health plans to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable plan documents, rules and/or regulations.
2. **Military Leave** – An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive those benefits related to employment that are granted in the University’s Military Leave policy and its related documents.
3. **Leaves Of Absence Without Pay**
  - a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 3.c., below, shall not determine eligibility for benefits.

- b. Except as provided in Sub-Sections 3.b. 1) - 6), below, an eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the plan documents, rules and regulations.
- 1) When the employee is on an FML leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
  - 2) When the employee is on a 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 employee takes the leave and ending twelve (12) months after that date.
  - 3) When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
  - 4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve-month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee’s FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
  - 5) When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after the employee’s FMLA entitlement is exhausted): Continued coverage for up to twelve (12) workweek in a calendar year.
  - 6) To continue health plan coverage during an approved FML leave, an employee must continue to make any contributions that he/she made before taking leave. For any paid portion of the leave, employee contributions will continue to be deducted from the employee’s pay check. Failure of the employee to pay his/her/their share of the health insurance premium may result in loss of coverage.

## C. ENUMERATION OF UNIVERSITY BENEFITS

Benefit programs, plan descriptions, and eligibility requirements may be found at:

~~www.ucnet.edu~~ <https://ucnet.universityofcalifornia.edu/benefits/health-welfare/medical>

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**ARTICLE 10  
GRIEVANCE  
PROCEDURE**

**A. DEFINITION**

1. A grievance is a written complaint filed by an individual employee, a group of employees, or AFSCME that alleges the University has violated a specific provision of this Agreement.
2. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievance involved. Grievances that are group grievances must be so designated on the grievance form at Step 1, and all employees covered by the grievance must be indicated on the grievance form. If an employee wishes to withdraw from a group grievance represented by AFSCME, the employee shall notify AFSCME. AFSCME shall in turn notify the University in writing if the employee is to be withdrawn, within five (5) days of the employee's notice to the AFSCME.
3. Alleged violations of a specific provision of this Agreement may be grieved by the Union and shall be so identified as a Union grievance on the grievance form. Such Union grievances shall be signed by the AFSCME Higher Education Division (Local 3299) Director or ~~his/her~~ **their** designee and shall contain all information as specified above for any other grievance.
4. Except as otherwise provided in this Agreement, an individual employee, a group of employees, the University, and AFSCME shall have the right to use the Grievance Procedure. AFSCME shall have the right to present grievances on behalf of an individual employee, on behalf of a group of employees or on behalf of itself as a Union grievance. The Union is responsible for informing an employee (including an employee named in a group grievance) that it is bringing a grievance on the employee's behalf.
5. No employee shall be subject to reprisal for using or participating in the Grievance Procedure.

## **B. GRIEVANTS WHO HAVE RESIGNED**

1. Grievants who voluntarily resign or retire their employment with the University shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual, union, or group grievance.
2. However, if the group or union grievances is related to the implementation of a compensation provision negotiated in a UC/AFSCME Agreement, the grievance may be continued if it has moved to Step 2 before the date of the employees' resignation or retirement. The foregoing provision shall not apply to LBNL.

## **C. CONSOLIDATION OF GRIEVANCES**

Grievances of two (2) or more employees, as well as multiple grievances by or related to the same employee or which relate to the same incident, issue or course of conduct, may be consolidated for purposes of the Grievance Procedure by mutual agreement of the University and the Union.

## **D. GRIEVANCE FILING AND TIME LIMITS**

1. Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific Section or Sections of the Agreement involved. The grievance shall be presented to the designated campus/Laboratory grievance official on a form agreeable to the parties. The grievance form shall be furnished to the employee by the Union and the form must be signed and dated by the grievant(s) and /or the grievant's representative.
2. All grievances (individual, group, Union) must be presented promptly, in writing and in compliance with D.1, above, but no later than thirty (30) calendar days from the date the grievant or the Union first became aware of, or should have become aware of with the exercise of reasonable diligence, the alleged violation of the Agreement. Grievances not presented within this thirty (30) calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.
3. Grievances not appealed within the designated time limits in any step of the Grievance Procedure will be considered resolved on the basis of the last preceding University answer. Grievances not answered by the University within the designated time limits of any step of the Grievance Procedure may be appealed to the next step of the Grievance Procedure by giving written notice of the appeal

within fifteen (15) calendar days of the expiration of the designated time limits to the campus official responsible for the next step of the Grievance Procedure.

4. The parties may agree in writing to extend the time limits in any step of the Grievance Procedure. Such written extension must be accomplished in advance of the expiration of the time limits being waived. Deadlines which fall on a day which is not a campus business day will automatically be extended to the next business day.

#### 5. Proper Filings

- a. U.S. Mail – the date of filing shall be the U.S. Postal Service postmark.
- b. Hand Delivery – the date of filing shall be the date of hand delivery.
- c. Email ~~Electronic~~ – the date of filing shall be the date received as indicated on the University's email server. The grievance initiation/appeal form must be in a PDF format attachment.

- d. *If the due date by which a grievance is to be filed, responded to, or appealed falls between December 15<sup>th</sup> and January 5<sup>th</sup>, the due date shall be automatically extended to January 10<sup>th</sup>.*

6. Within fifteen (15) days of ratification, the University shall provide AFSCME with a designated email address for each campus, medical center and Laboratory for the purpose of transmitting grievance initiation and appeals.

### E. INFORMAL REVIEW AND RESOLUTION

Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to resolve the alleged grievance informally. When an employee or representative requests such a meeting, an Informal Review meeting may be held with the immediate supervisor within 15 calendar days of the request. Informal resolution of grievances at the lowest possible level is an objective shared by the University and AFSCME. Informal attempts of settlement to resolve the grievance shall not extend time limits including the initial 30-day filing deadline.

### F. EMPLOYEE REPRESENTATION RIGHTS

1. An employee or group of employees shall have the right to be represented at all steps of the Grievance Procedure by one (1) person of the employee's or group of employees' choice. The chosen representative may be:

- a. the grievant;
- b. one (1) member of the group in a group grievance;
- c. a Union representative;
- d. or any other person of the grievant's choosing.

In any event, representation is to be provided by one (1) person.

- 2. A University employee who has been designated as managerial, supervisory or confidential by the University shall not represent any employee or group of employees at any step of the Grievance Procedure or in any activity or role provided for in the Grievance Procedure.
- 3. Provided it does not interfere with operational needs, and with prior approval from ~~his/her~~ **their** supervisor, one (1) additional Union representative may attend such grievance meetings on non paid release time. Should an additional employee representative attend a grievance meeting, it is expressly understood there shall be only one Union spokesperson.
- 4. An employee or group of employees may choose a representative other than an AFSCME representative for purposes of grievance representation and adjustment. The adjustment/resolution of grievances presented absent AFSCME representation shall be consistent with the terms of this agreement. Within five (5) calendar days of the University's grievance decision, the University shall provide a copy of the decision to AFSCME.
- 5. In the event the University is involved in the settlement of a grievance from an employee or group of employees who are represented by themselves or by a representative other than an AFSCME representative:
  - a. The University shall provide AFSCME with a copy of the grievance and the proposed settlement, if any, thereto indicating the employee or employees have chosen a representative other than AFSCME. Proof of Service shall accompany such notification.
  - b. AFSCME shall have ten (10) calendar days from the date of issuance of such copy within which to comment in writing on the proposed settlement.
  - c. The employer shall not implement the proposed settlement of the grievance until timely receipt and review of AFSCME's written comments, if any.

**G. RELEASE TIME AND PAY STATUS FOR GRIEVANTS, EMPLOYEE REPRESENTATIVES AND/OR WITNESSES IN GRIEVANCES**

1. Grievance Representatives

- a. Grievance representatives certified by AFSCME shall have authority to act on behalf of AFSCME in all matters related to grievance representation. Any actions taken by or agreements reached between such grievance representatives and the University shall be binding upon employees represented by AFSCME.
- b. Time in a without-loss-of-straight-time pay status for grievance representatives shall be as specified in Section F. 3. of Article 10 - Grievance Procedure. In no event shall the grievance representative receive payment for time spent in performance of ~~his/her~~ **their** representation duties during any shift other than that representative's regularly scheduled shift. If a certified alternate grievance representative performs the representation duties of the certified grievance representative during the regularly-scheduled shift of the latter, any and all hours spent pursuant to Section F. 3. of Article 10 - Grievance Procedure shall be charged to the certified grievance representative.

2. University-Convened Meetings

- a. If the University convenes a meeting involving the parties to a grievance for the purposes of resolving the grievance and/or completing the steps of the Grievance Procedure, the grievant(s), witness(es), if any, and AFSCME-designated employee representative(s) eligible to attend such meeting pursuant to this and Article 1 – Access and Union Rights §B shall be in without-loss-of-straight-time-pay status during the meeting, provided:
  - 1) Such meeting occurs during the regularly scheduled hours of work of the grievant(s), AFSCME-designated employee representative, and/or witness(es); and
  - 2) Advance request is made and approval is received from the supervisor of the grievant(s), the witness(es), and/or the AFSCME-designated employee representative. Approval to attend shall be made on an operational needs basis and shall not be unreasonably denied.
  - 3) A grievant or the representative may request the availability of bargaining unit employee witnesses for University-convened grievance meetings. The availability of bargaining unit employee witnesses shall be determined by their immediate supervisor(s) on the basis of operational needs, and such requests shall not be denied unreasonably. Witnesses shall be in a without-loss-of-

straight-time-pay status only for time spent at the campus/medical center/Laboratory meetings as a witness and reasonable travel time spent at the witness' respective campus/medical center/laboratory location. In instances where the witness' testimony is valuable and relevant to a grievant's case, paid release time for travel and testimony will not be unreasonably denied. Grievants and AFSCME agree that every effort shall be made to provide witnesses that pertain solely to the subject matter and to avoid the presentation of repetitive witnesses and that the absence of any or all witnesses shall not require the meeting to be recessed or postponed.

- b. The University is not responsible for any travel or lodging expenses or any other expenses incurred by the representative, grievant or union witnesses.
- c. Paid release time for AFSCME designated employee representatives for purposes other than University convened meetings shall be provided in accordance with Article 1, Access.

3. Paid Release Time

- a. The total cumulative use of paid release time for the AFSCME designated employee representative shall be limited to 10 hours in any one month. University convened meetings pursuant to Article 10, -- Grievance Procedure, shall not be deducted from this block of time.
- b. The use of the maximum of 10 hours shall be for grievance-related activity such as:
  - 1) The 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 Article 10, -- Grievance Procedure;
  - 3) Meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievances are presented/signed or with whom time limit agreements are achieved;
  - 4) Informal Review meetings held pursuant to Section E. of Article 10, -- Grievance Procedure.

- c. A request for release time will be made to the AFSCME designated employee representative's supervisor prior to the activity. Such approval shall be granted solely on the basis of operational need and shall not be denied unreasonably.
- d. At its sole discretion, the University may authorize use of release time for more than 10 hours in a month per department. The exercise of this discretion and/or the enforcement by the University of the 10-hour maximum shall under no circumstances establish a precedent for the AFSCME designated employee representative or department involved nor shall the allowance of greater than 10 hours in a month for a AFSCME designated employee representative have any effect or bearing on the ability of the University to enforce the 10-hour maximum on any other AFSCME designated employee representative.
- e. Should a question of possible abuse of these release time provisions arise, the University will so notify AFSCME, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.

#### **H. EXCLUSION OF NON-CAREER EMPLOYEES AND PROBATIONARY EMPLOYEES**

- 1. The retention or release of non-career employees and probationary employees shall not be subject to Article 10 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement except as provided for in Article 30 – Positions/Appointments, §B. 2., §B.6.a.1) and 2), §B.6.b., and §D.8. The retention or release of non-career employees and probationary employees is at the sole discretion of the University.
- 2. When an action is taken by the University with respect to a limited employee which effectively terminates the limited employee during the term of ~~his/her~~ their limited appointment and there are unique or unusual circumstances involved, the designated campus official, upon the specific request of the AFSCME Higher Education Division (Local 3299) Director, will discuss the action taken. The parties understand that such requests for discussion will occur on a very limited basis and will not be made with respect to actions including but not limited to those resulting from the expiration of appointment, programs or grant funds, or the decision not to continue, rehire or extend the employment of a casual employee. The parties further understand that the opportunity for such discussion in very limited circumstances does not in any way confer upon a limited employee any property or process right and does not in any way obligate or commit a designated campus official to any specific course of action or procedure.

#### **I. GRIEVANCE STEPS**

1. Step 1

a. Employee or Union Grievances:

- 1) Within the time limits indicated elsewhere in this Article the employee or his/her/their representative, if any, shall provide the written grievance on the approved form to the designated campus grievance official. The time limits relative to the University's response to the grievance at Step 1 of the Grievance Procedure shall begin on the date the Step 1 grievance official receives the grievance. The University Step 1 grievance official shall acknowledge receipt of the grievance in writing. When a grievance form is hand delivered, acknowledgment can, on request of the Union, take the form of date stamping the form, signing it, making a copy and giving the copy to the grievant or the grievant's representative. Any grievance that is not received within the time limits established by this Article and/or which does not comply with the procedures and requirements of this Article shall be considered waived and withdrawn by the employee and/or the Union.
- 2) The immediate supervisor shall review the grievance and, at the supervisor's discretion, meet with the grievant and/or the grievant's representative, if any, to discuss the grievance. Within fifteen (15) calendar days after receipt of the grievance a written response will be issued to the employee and the employee's representative. If the University's written response is not issued within these time limits or if the grievance is not resolved at Step 1 of the Grievance Procedure, the grievance may be appealed to Step 2. Time limits for appealing a UC written answer, or the absence of a written response, are provided in §D. above.
- 3) Resolution of the grievance at Step 1, although final, shall not be precedent setting.
- 4) As set forth in Section I. below, the parties may agree in writing to waive Step 1 and proceed directly to Step 2.

2. Step 2

If the grievance is not satisfactorily resolved at Step 1, the employee or the Union may proceed to Step 2 by filing an appeal as follows:

- a. The employee or the employee's representative shall submit the complete grievance form containing the basis for the written appeal to the designated campus official. The campus official to whom Step 2 appeals must be presented shall be a designee of the Chancellor of the campus.

- b. The designated campus official must receive the written appeal within fifteen (15) calendar days of the date on which the written response to Step 1 was given or due.
- c. Within fifteen (15) calendar days following receipt of the Step 2 appeal, the designated campus official shall schedule and convene a meeting with the employee and the employee's representative, if any, to attempt to resolve the grievance. During this Step 2 meeting, both parties shall discuss information and contentions relevant to the grievance.
- d. Within fifteen (15) calendar days following the Step 2 meeting, the designated campus official shall issue a written decision indicating the University's answer to the grievance. A copy of the decision shall be provided to the grievant and ~~his or her~~ **their** representative, if any, and Proof of Service shall accompany the written decision. For grievances described in Section I.2.f., below, a copy of the decision shall also be provided to the AFSCME Higher Education Division (Local 3299) Director. Time limits for appealing a UC written answer, or the absence of a written response, are provided in § C. above.
- e. If requested by the grievant, a Union staff representative (non-University employee) may participate for purposes of representation in the Step 2 meeting.
- f. If a grievance which alleges that a dismissal was not for just cause (even when coupled with other allegations), or which alleges a violation of only Article 8, is not satisfactorily resolved at the Step 2 meeting, AFSCME may appeal directly to arbitration in accordance with Article 3 - Arbitration Procedure. If the University's Step 2 decision is not properly appealed to arbitration as provided in Article 3 - Arbitration Procedure, the grievance shall be considered settled on the basis of the Step 2 decision and shall not be eligible for further appeal. Only AFSCME shall have the right to submit a grievance to arbitration.

### 3. Step 3

- a. All grievances other than those described in I.2.f. above which are not satisfactorily resolved at Step 2 may be appealed to Step 3 by AFSCME or the employee. To consider a grievance at Step 3, written notice of appeal of the Step 2 University answer shall be served, with a Proof of Service (pursuant to Section O. of this Article), upon the **Executive** Director of Labor Relations of the University by the AFSCME Higher Education Division (Local 3299) **Executive** Director or ~~his/her~~ **their** designee. Such notice must be received by the **Executive** Director of Labor Relations- **Office of the President, or their designee** ~~of the University~~ within fifteen

(15) calendar days of the date the Step 2 answer was given or due. Such notice shall identify the grievance being appealed and be signed and dated by the AFSCME Higher Education Division (Local 3299) Director or ~~his/her~~ **their** designee.

- b. An employee or group of employees using a representative other than AFSCME pursuant to Sections F.1., and F.2., of this Article may appeal a Step 2 University answer to the Executive Director of Labor Relations **Office of the President, or their designee** ~~of the University~~. Such appeal must be served upon, with a Proof of Service (pursuant to Section O of this Article), and received by the Executive Director of Labor Relations within fifteen (15) calendar days of the date the Step 2 answer was given or due. Such appeal shall be in writing, identify the grievance being appealed and be signed and dated by the employee(s) and representative.
- c. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- d. The University's written answer to a grievance appealed to Step 3 shall be issued by the **Executive** Director of Labor Relations **Office of the President** ~~of the University~~ or ~~his/her~~ **their** designee within thirty (30) calendar days of the receipt of the appeal to Step 3. Proof of Service shall accompany the written decision. The written answer shall be served upon the employee's designated representative and a copy shall also be provided to the AFSCME Higher Education Division (Local 3299) **Executive** Director. Time limits for appealing a UC written answer, or the absence of a written response, are provided in § D. above.
- e. The **Executive** Director of Labor Relations-**Office of the President** ~~of the University~~ or ~~his/her~~ **their** designee shall have authority to settle grievances appealed to Step 3. In the case of a grievance with AFSCME representation, the AFSCME Higher Education Division (Local 3299) **Executive** Director or ~~his/her~~ **their** designee shall have authority to settle or withdraw the grievance or appeal the grievance to arbitration.
- f. Settlements of grievances processed beyond Step 2 of the Grievance Procedure must be signed by the **Executive** Director of Labor Relations - **Office of the President** ~~of the University~~ and the AFSCME Higher Education Division (Local 3299) **Executive** Director or their designee(s).
- g. If the University's Step 3 decision is not properly appealed to arbitration as provided in Article 3 - Arbitration Procedure, the grievance shall be considered settled on the basis of the Step 3 decision and shall not be eligible for further appeal. Pursuant to the provisions of Article 3 – Arbitration Procedure, only AFSCME shall have the right to submit a grievance to arbitration.

4. Systemwide Grievances

- a. In the event AFSCME alleges a contract violation is occurring or has occurred as a direct result of an action or decision by the Office of the President and is affecting or has affected AFSCME-represented employees at multiple University campuses and/or medical centers, the grievance may be filed as a systemwide grievance directly to the Systemwide Labor Relations Office via [AppealAGrievance@ucop.edu](mailto:AppealAGrievance@ucop.edu) 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.

When filing, AFSCME must provide specific evidence that the alleged violation is affecting AFSCME-represented employees at multiple University campuses and/or medical centers.

- b. Grievances initiated designated by AFSCME as systemwide grievances shall be filed, and the University shall commence processing, in accordance with the provisions of Step 3, above. While not required to proceed through Steps 1 and 2, all other grievance, voluntary mediation, and arbitration provisions continue to apply to systemwide grievances. After a systemwide grievance has been filed, either party may request a meeting to discuss information and contentions related to the grievance, and possible resolutions to the grievance.
- c. Only the AFSCME Higher Education Division (Local 3299) Executive Director or their designee may file a systemwide grievance. Individual employees, even if they believe that their claim fits within the definition of systemwide grievance, must follow all of the steps in the grievance procedures detailed above.

J. **MEDIATION**

The parties agree to participate in mediation for the purpose of compromising, settling, or resolving a grievance. Grievances may be subject to mediation in accordance with the following:

- a. The party requesting mediation shall request mediation upon the written appeal to Step 3, but prior to arbitration.
- b. Grievances shall not proceed to mediation except by the mutual agreement of the location and the union.

- c. The grievance shall be held in abeyance, tolling all time lines until the conclusion of the mediation process. At least fourteen (14) calendar days prior to taking the grievance out of abeyance, a written notice shall be provided to the other party by the Union or the Office of the President, Office of Labor Relations.
- d. All costs of mediation shall be borne equally by both parties, provided that pursuant to Article 10. G.1 above, the grievant(s), witness(es), if any, and AFSCME-designated employee representative(s) eligible to attend such meeting pursuant to this Article and Article 1 shall be in without-loss-of straight-time-pay status during the mediation.
- e. The recommendations of a mediator, if any, shall be advisory only and shall not be binding upon the parties. Neither party shall attempt to enter into evidence at a subsequent arbitration hearing any recommendation(s) of the mediator.
- f. Any mediated settlement shall not be precedent setting.

#### **K. EXTENSION OF TIME LIMITS**

Each of the steps in the Grievance Procedure, as well as the time limits prescribed at each step of the Grievance Procedure, may be waived by mutual agreement of the parties. Such waiver must be in writing and must be signed by the representatives of the respective parties who are responsible for the Grievance Procedure at the step succeeding the step being waived. The parties at any step of the Grievance Procedure may, upon written agreement, remand the grievance to a previous step for resolution.

#### **L. OFFERS OF SETTLEMENT**

Settlement offers made at any stage of this procedure, including informal resolution, shall not be introduced as evidence in subsequent steps, and shall not be precedent setting.

#### **M. RETROACTIVITY**

Settlement of grievances may or may not be retroactive as the equities of a particular case may demand. Where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not commence on a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1. For grievances involving the correction of an error in the payment of wages or the correction of mathematical calculations, recording or accounting errors relating to the payment of wages (for example vacation leave, holidays, overtime, military leave or the amount of shift differentials, if any) shall not be made retroactive to a date earlier than two years prior to the initiation of the written grievance in Step 1 of the Grievance Procedure.

#### **N. EXCLUSIVE PROCEDURE**

The Grievance Procedure set out in this Article shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. Unless otherwise indicated within this Agreement, any previous grievance procedure or other procedure in existence or adopted by the University shall not apply to employees covered by this Agreement for any purposes whatsoever.

## **O. PROOF OF SERVICE**

Wherever Proof of Service is required in this Agreement, it shall be accomplished through the following vehicles only:

1. When delivery is by U.S. Mail, the person mailing shall complete and sign the prescribed and appropriate Proof of Service form which shall indicate that they have personally deposited with or presented to the U.S. Postal Service the document(s) being mailed;
2. When delivery is through personal presentation of a document(s), Proof of Service is accomplished and recorded by:
  - a. the person presenting the document(s) completing and signing the prescribed and appropriate Proof of Service form which shall indicate they have delivered the document(s) by hand and to whom the document(s) were delivered; or
  - b. the person delivering the document(s) and the person accepting delivery of the document(s) shall mutually acknowledge the delivery/receipt by signing and dating the document(s) and a copy of the document(s) and each of them retaining one of the signed and dated document(s); or
3. **Email to designated AFSCME representative.**
  - a. **Once per calendar year, or when updated, the AFSCME Higher Education Division (Local 3299) Executive Director or their designee shall designate specific individuals for each location who will receive all grievance filings and will provide that information to the location Labor Relations Department.**
  - b. **Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions.**
4. **Email to designated labor relations email addresses.**
  - a. **One time per calendar year, each location's labor relations department shall designate an individual or individuals who will receive all grievances, and the location will provide that information to the AFSCME Higher Education Division (Local 3299) Executive Director or their designee. Alternatively, a location's Labor Relations Department may designate a grievance handling email address that will be**

*monitored and will provide that email address to the AFSCME Higher Education Division (Local 3299) Executive Director or their designee.*

- b. Email submissions must include PDFs of all documents, information and signatures necessary to comply with the Grievance Procedure provisions of this Agreement.*
  - c. The “date of filing” for emailed grievance filings or appeals shall be the date received on the University server, provided that the appeal is received during business hours. If the grievance filing or appeal is received outside of normal business hours, the first following business day will be deemed the filing date.*
  - d. The University shall provide written acknowledgment of the Union’s grievance filing or appeal.*
5. **Step 3 Appeals and Systemwide Grievance Filings:** Email to [AppealAGrievance@ucop.edu](mailto:AppealAGrievance@ucop.edu).
- a. Email submissions must include PDFs of all documents, *any* information and signatures necessary to comply with the Grievance Procedure provisions of this Agreement.
  - b. 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.
  - c. ~~When the filing is with the University Office of the President, it may be emailed to AppealAGrievance@ucop.edu.~~ The University shall acknowledge the Union’s ~~filing~~ appeal to Step 3 **or Systemwide Grievance Filing** through a computer-generated, automatic email response.

## **P. GRIEVANCE FILE**

Records involving the processing of an employee's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the employee’s personnel file. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement. The University will keep grievance files confidential to the extent required by applicable law and will not disseminate their contents unless solicited for a legitimate University business purpose or obligated to provide for a pertinent regulation or law.

## **Q. REVIEW OF GRIEVANCES DENIED FOR PROCEDURAL DEFECTS**

When the University denies a grievance due to procedural defects, including but not limited to timeliness, AFSCME may make a written appeal, with a Proof of Service (pursuant to

Section O. of this Article), to the Office of the President Labor Relations within thirty (30) calendar days of the postmark notification to the grievant(s). This appeal is solely limited to a review of the procedural issue(s). If the Office of the President denies this appeal AFSCME may appeal the procedural denial of the grievance directly to arbitration per Article 3 – Arbitration Procedure, within thirty (30) calendar days of the issuance of the denial of the appeal.

**University of California  
SX Unit**

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**ARTICLE 13  
HOURS OF WORK**

**A. GENERAL PROVISIONS**

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
2. Nothing in this Article shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.
3. This article shall not be construed as a guarantee of or limitation on the number of hours per work day or work week.

**B. STANDARD WORKWEEK**

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.

**C. STANDARD WORK SCHEDULE**

1. A work schedule is the normal hours of work for an employee within a workweek. The standard work schedule for full-time employees shall be eight hours per day on five consecutive days excluding meal periods.
2. Employees with fixed schedules will be made aware of their work schedule/shift assignment in the following manner:
  - a. The University will normally provide an employee with at least five (5) work days notice prior to changing her/his/their work schedule for a period of less than four (4) workweeks in duration, except for 24-hour operations.
  - b. The University will normally provide an employee with at least twenty (20) work days notice prior to changing her/his/their work schedule/shift for a period of at least four (4) workweeks duration, except for 24-hour operations.
  - c. Employees who do not have fixed work schedules and shift assignments will be made aware of their work schedule/shift assignment in advance.

3. Provision or non-provision of such notice shall not be subject to Article 10 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement. When a shift assignment and/or work location becomes available in a department, an employee may submit a written request for that lateral assignment with his/her/their immediate supervisor within seven (7) calendar days of oral or written notification of the available assignment. Notice of shift openings shall be posted in writing in the department. The University shall offer the shift assignment to the most senior qualified employee who has filed a written request for the shift. A qualified employee shall have the required skills, knowledge, and abilities, ~~and good standing (no disciplinary action on file for at least six months)~~ of the employees who normally perform the work and must also be in good standing (i.e., no discipline or other corrective action during the six month period prior to the assignment).
4. When the following exceptions occur, the most senior qualified employee shall not be offered the shift assignment:
  - a. Near relative conflict
  - b. Reasonable accommodation
5. *If an employee accepts a New Assignment, then they will not be eligible for a lateral transfer within the same department for a period of twelve (12) months or until the next open shift bid process, whichever is longer. At the University's sole, non-grievable discretion, the University can may elect to allow waive the twelve (12) month lateral transfer limitation and allow an additional lateral transfer within that period for an employee that accepted a New Assignment less than twelve (12) months before.*

#### **D. ALTERNATE WORK SCHEDULES**

1. Alternate work schedules may be established by the University. Employees may request alternate work schedules. The University will review the feasibility of implementing alternate work schedules in those work units for which AFSCME indicates there is an interest in and suitability for such schedules. AFSCME shall provide such information, if any, at the local campus/medical center/Laboratory labor management meetings.
2. Where practicable, the University will, at the local campus/medical center/Laboratory labor management meetings, identify problems and concerns

related to existing alternate work schedules prior to eliminating or changing such schedules.

3. In the event the University decides to abolish, establish or change alternate work schedules in work areas, the University shall inform AFSCME at least 30 calendar days prior to taking such action.
4. Nothing in this Section C. shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

#### **E. MEAL PERIODS**

A meal period of at least one-half hour is provided for any work period of ~~six~~ **five** continuous hours or more. Meal periods are neither time worked nor time on pay status unless an employee is required by the University to remain on the job at a work station. Such an arrangement must be approved in advance by the University. Whenever an employee is authorized by the supervisor to perform work during a meal period, the meal period shall be considered time worked.

#### **F. REST PERIODS AND CLEAN-UP TIME**

1. Two rest periods of not more than 15 minutes shall normally be granted during an eight-hour or a ten-hour shift. Three rest periods of not more than 15 minutes may be granted during a 12-hour shift. A part-time employee shall normally be granted one 15-minute rest period for each work period of three continuous hours or more, not to exceed two rest periods per day.
2. It is understood that operational requirements, work station coverage requirements, workloads, staffing levels, leave schedules, vacation schedules and/or the provision of services to patients, clients, public or University employees may require the uninterrupted presence of the employee(s). In such situations, with supervisory approval, missed rest breaks will be granted later in the work shift, provided the provisions of F.3. below are met.
3. Rest periods shall not be taken at the beginning or end of a work period or accumulated for use at a later time. The combining of rest periods with meal periods for some, any or all employees of a department shall be at the sole, non-grievable discretion of the department/division.
4. The University shall determine when clean-up time is necessary for employees. If the University determines that such clean-up time is necessary, a maximum of ten minutes of clean-up time prior to the employee's meal period and/or at the end of each shift shall be granted and considered as time worked.

#### **G. MEAL PERIODS FOR EMPLOYEES WORKING AT A HEALTH CARE FACILITY**

1. A meal period of at least one-half (1/2) hour is provided for any work period of five (5) continuous hours or more. Meal periods are neither time worked nor time on pay status unless an employee is required by the University to remain on the job at a work station. Such an arrangement must be approved in advance by the University; management may identify positions for which blanket approvals may be provided in advance to cover verifiable emergency situations. Whenever an employee is permitted to perform work during a meal period, the meal period shall be considered time worked.
2. *For employees working at a health care facility, two meal period(s) of at least one-half (1/2) hour are provided for any employee assigned to work a period of ten (10) hours or more. Meal periods are neither time worked nor time on pay status unless an employee is required by the University to remain on the job at a work station. Such an arrangement must be approved in advance by the University; management may identify positions for which blanket approvals may be provided in advance to cover verifiable emergency situations. Whenever an employee is permitted to perform work during a meal period, the meal period shall be considered time worked.*

**H. VOLUNTARY WAIVER OF MEAL PERIOD FOR EMPLOYEES WORKING AT A HEALTH CARE FACILITY**

1. *The terms of this section apply only to employees working at a health care facility.*
2. *The University will provide and make available the “the Voluntary Meal Period Waiver for Shifts in Excess of Five (5) and Not More than Six (6) Hours (Waiver of Meal Period), the Acknowledgment of Deferral of Meal Period (Deferral), and the Voluntary Meal Period Waiver for Shifts in Excess of Ten (10) Hours But Not More than Thirteen (13) Hours (Waiver of One of Two Meal Periods) to all employees.*
3. *Employees may revoke the Waiver of Meal Period by providing one (1) days’ notice, in writing, of their intention to do so, and that the University may revoke this waiver at any time by providing at least twenty-one (21) days’ advance notice, in writing, of the decision to do so.*
4. *For shifts consisting of greater than five and less than or equal to six (6) hours of worked time, an employee may execute the Waiver of Meal Period to waive their one (1) unpaid thirty (30) minute meal period. If an employee who works shifts of greater than five and less than or equal to six (6) hours of worked time does not execute the Waiver of Meal Period, the shift(s) will be extended by thirty (30) minutes, and they will be scheduled for one (1) unpaid thirty (30) minute meal period during those shifts. To elect the Waiver of Meal Period, the employee must check the box next to the applicable waiver option on the Form and sign, and the Form must be on file at the work location by submitting it to the employee’s supervisor/manager.*
5. *For shifts consisting of greater than six (6) hours and less than or equal to ten*

(10) hours of worked time, an employee working at a health care facility will be provided, and cannot waive, one (1) unpaid thirty (30) minute meal period. This meal period will be scheduled before the end of the fifth (5<sup>th</sup>) hour of their shift, except that employees that work shifts of no less than eight (8) and no more than ten (10) hours may execute a Deferral, a copy of which is included herewith on Appendix A, to voluntarily defer their meal period beyond the first five (5) hours of their shift. To elect the Deferral, the employee must check the box next to the applicable deferral option on the Form and sign, and the Form must be on file at the work location by submitting it to the employee's supervisor/manager.

6. For shifts consisting of greater than ten (10) hours and less than or equal to thirteen (13) hours of worked time, an employee may choose to execute a Waiver of One of Two Meal Periods to waive one of the two (2) unpaid thirty (30) minute meal periods. An employee who signs the Waiver of One of Two Meal Periods will be scheduled for one (1) unpaid thirty (30) minute meal period before the end of the eighth (8<sup>th</sup>) hour of their shift. If an employee working shifts of greater than ten (10) hours and less than or equal to thirteen (13) hours of worked time chooses not to waive a meal period, the shift(s) will be extended by thirty (30) minutes and that employee will be scheduled for two (2) unpaid thirty (30) minute meal periods during those shifts. To elect the Waiver of One of Two Meal Periods, the employee must check the box next to the applicable waiver option on the Form and sign, and the Form must be on file at the work location by submitting it to the employee's supervisor/manager.
7. The Parties agree that when an employee has chosen to waive one (1) of two (2) unpaid thirty (30) minute meal periods, the remaining one (1) unpaid thirty (30) minute meal period must be scheduled and available before the end of the eighth (8<sup>th</sup>) hour of the shift. If the employee waived a meal period under this paragraph, the employee will be paid for all time worked, but so long as their remaining meal period is scheduled and available before the end of the eighth (8<sup>th</sup>) hour, the employee will not be paid for the thirty (30) minute waived meal period nor be entitled to a missed meal period penalty under California law.
8. If a shift is longer than fifteen (15) hours, an employee is entitled to an additional unpaid thirty (30) minute meal period after the eighth (8<sup>th</sup>) hour of their shift, and this meal period cannot be waived.

**I. MISSED MEAL PERIODS – PENALTIES FOR EMPLOYEES WORKING AT A HEALTH CARE FACILITY**

1. The terms of this section apply only to employees working at a health care facility.
2. Meal periods are neither time worked nor time on pay status unless the University requires an employee to remain on the job at a work station. Whenever the University authorizes an employee to perform work during a meal period, the meal period shall be considered time worked.

3. The University will make every effort to ensure that an employee can take a meal period in accordance with these sections. If an employee believes that they are unable to take a meal period due to urgent patient care needs, then the employee shall obtain permission from their supervisor (or their supervisor's designee) in order to continue to work through their meal period, in which case the University will make every effort to ensure that the employee is offered the opportunity to take an alternate meal period during their shift. If the employee's supervisor (or their supervisor's designee) is unavailable, then an employee will utilize their best judgment as to the necessity of working through their meal period and will alert their supervisor as soon as possible, but no later than the end of their shift, to determine the feasibility of an alternate meal period.
4. If the University cannot offer the meal period for the employee at a later time during the shift, then the employee shall be paid for all time worked, and the University shall provide one (1) hour of additional pay (referred to herein as a "Missed Meal Period Penalty") at the employee's base rate of pay for the missed meal period. No more than one (1) hour of base rate of pay will be provided for missed meal periods on each shift, regardless of the number of meal periods missed.
5. Missed Meal Period Penalties do not qualify as hours worked for the calculation of overtime and are not included in the calculation for retirement benefits. The Missed Meal Period Penalty shall be deemed to satisfy the applicable requirements of SB 1334/California Labor Code section 512.1(d).
6. If the employee fails to obtain their supervisor's permission prior to failing to have a meal period, the University shall have no obligation to pay a Missed Meal Period Penalty, but the employee shall be paid for all time worked.

J. MISSED REST PERIODS – PENALTIES FOR EMPLOYEES WORKING AT A HEALTH CARE FACILITY

1. The terms of this section apply only to employees working at a health care facility.
2. The University will make every effort to ensure that an employee can take a rest period in accordance with section F. If an employee believes that they are unable to take a rest period due to urgent patient care needs, then the employee shall obtain permission from their supervisor (or their supervisor's designee) in order to continue to work through their rest period, in which case the University will make every effort to ensure that the employee is offered the opportunity to take an alternate rest period during their shift. If the employee's supervisor (or their supervisor's designee) is unavailable, then an employee will utilize their best judgment as to the necessity of working through their rest period and will alert their supervisor as soon as possible, but no later than the end of their shift, regarding the feasibility of an alternate rest period.
3. If the University cannot offer the rest period for the employee at a later time during the shift, the employee shall be paid for all time worked, and then the

University shall provide one (1) hour of additional pay (referred to herein as a “Missed Rest Period Penalty”) at the employee’s base rate of pay for the missed rest period. No more than one (1) hour of base rate of pay will be provided for missed rest periods on each shift, regardless of the number of rest periods missed.

4. Missed Rest Period Penalties do not qualify as hours worked for the calculation of overtime and are not included in the calculation for retirement benefits. The Missed Rest Period Penalty shall be deemed to satisfy the applicable requirements of SB 1334/California Labor Code section 512.1(d).
5. If the employee fails to obtain their supervisor’s permission prior to failing to have a rest period, the University shall have no obligation to pay a Missed Rest Period Penalty but the employee shall be paid for all time worked.

## **G.K. OVERTIME**

1. The University shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the University. The University shall notify the employee that overtime must be worked as soon as practicable after the need for overtime is determined. Employees are expected to work overtime when such work is assigned.
2. **Planned Overtime**
  - a. Planned overtime is a work assignment known twenty-four (24) *hours or more* in advance.
  - b. When there is a need for planned overtime, the supervisor will develop a voluntary list in order of seniority and assign overtime by rotation.
  - c. In the case where the voluntary list is exhausted, the University will assign overtime work by rotation based on inverse seniority among those employees on the same shift who normally perform the work involved.
  - d. An employee who works voluntary overtime, or who is offered voluntary overtime and declines it, will not have another turn in the rotation until the relevant list is exhausted and the rotation reaches her or him again.
3. **Unplanned Overtime**
  - a. When there is a need for unplanned overtime, the supervisor shall have the discretion to assign such overtime to an employee already on shift or to use the voluntary list.
  - b. In the case where the voluntary list is exhausted, the University will assign overtime work by rotation based on seniority among those employees on the same shift who normally perform the work involved.

- c. For purposes of this Article, rotation based on seniority shall mean that when there are employees requesting to work the overtime, assignment of that overtime shall be based on greatest seniority; when no employee requests to work the overtime, assignment of that overtime shall be based on inverse order of seniority.
- d. An employee who works voluntary overtime, or who is offered voluntary overtime and declines it, will not have another turn in the rotation until the relevant list is exhausted and the rotation reaches her or him again.
- e. When assigning overtime by inverse seniority, the supervisor will consider the special needs of employees who have documented medical problems or substantiated childcare problems or other extraordinarily compelling circumstances. However, the University may, at its discretion, assign overtime work to employees irrespective of seniority who possess skills, knowledge, or abilities which are not possessed to the same degree by other employees in the department/division and which are necessary to perform the required work.

#### **H.L. OVERTIME DEFINITION**

Overtime is time on pay status which exceeds forty (40) hours in a work week. Overtime pay consists of overtime straight and overtime premium.

- 1. Overtime straight pay applies to hours on pay status including hours actually worked that, when combined with paid leave, exceed forty (40) hours in a work week.
- 2. Overtime premium pay applies to hours actually worked that exceed forty (40) hours in a work week.

#### **I.M. OVERTIME COMPENSATION**

- 1. Overtime straight shall be compensated at the straight time rate of pay for hours actually worked that, when combined with paid leave, exceed 40 (40) hours in a work week.
- 2. Overtime premium shall be compensated at one and one-half (1 ½ ) times the regular rate of pay for hours actually worked that exceed 40 hours in a work week.
- 3. When an employee is employed at more than one rate of pay, for performing two or more different jobs during the workweek, overtime pay will be calculated based on a weighted average of the employee's rates of pay; i.e. the total regular pay from all jobs divided by the total hours worked.

#### **J.N. PREMIUM PAY**

- 1. Daily premium applies to hours actually worked that exceeds the hours of a

regularly scheduled shift of eight (8) hours or more in a day.

2. Premium pay in this section will be calculated using the straight time rate.
3. Pay status includes time worked and paid leave such as sick leave, vacation leave, holidays, military leave, compensatory time off and administrative leave with pay
4. Hours that exceed forty (40) hours in a week do not count towards accumulation of sick leave, vacation, holiday or retirement system credit.

#### **K.O. DOUBLE TIME**

Any employee who works in excess of twelve (12) hours in any one workday shall be paid double (2x) the regular rate of pay for the hours over twelve (12) in a day.

#### **L.P. COMPENSATORY TIME OFF**

In accordance with the following paragraphs, overtime shall be compensated at the appropriate rate either by pay or compensatory time off, if the department offers compensatory time off.

1. Unless the employee and the University agree otherwise, overtime will be paid. An employee may, upon hire and thereafter during the month of June, file a written indication of preference for either compensatory time off or pay with her/his/their immediate supervisor. The University shall grant the preference indicated.
2. Overtime will be compensated at the appropriate rate by:
  - a. one hour of compensatory time off for each hour of overtime earned at the straight time rate of pay; and
  - b. one and one-half hours of compensatory time off for each hour of overtime earned at the time and one-half rate of pay.
3. No more than 240 hours of compensatory time off (160 hours of overtime which require compensation at the time and one-half rate) may be accumulated. An employee shall be paid for hours of overtime which exceed this limit.
4. Compensatory time off shall be scheduled by the University and taken within two six-month bank periods (January 1 - June 30; July 1 - December 31). Banked compensatory time off which is not paid or scheduled within the bank period in which it is earned or in the bank period following that in which it is earned shall be paid in the next regularly scheduled pay period at the employee's then current rate unless an extension has been granted by mutual consent of the employee and the University.

5. Upon separation from employment, employees shall be paid for all accumulated compensatory time at the employee's current rate of pay or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.
6. Compensatory time off is scheduled by the University. The University may require employees to take compensatory time off. Employees may also request use of compensatory time; such requests shall be granted subject to the operational needs of the University. Use of compensatory time off requires prior approval in accordance with departmental policy.

#### **M.Q. CALL-BACK**

When an employee who is not in on-call/standby status is called back to work after completing a shift and leaving the premises, the employee shall be paid for the time actually worked upon return or a minimum of four hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

#### **N.R. ON-CALL/STANDBY**

On-call/standby is time during which an employee is required to restrict activities and be available for return to work. An employee is not considered to be in on-call/standby status unless he or she has previously been informed by the University of the assignment. The University retains the right to determine the need for and the assignment of on-call time. Eligibility for on-call pay and the on-call rates shall be as listed in Appendix A. Time spent in unrestricted on-call status but not actually worked is not considered as time worked or time on pay status. Payment for on-call time shall be included as part of compensation when calculating the time and one-half overtime rate. An employee in on-call status or an employee who returns to work from on-call/standby status is not eligible for minimum call-back payments as provided in §L above.

#### **O.S. TRAVEL TIME**

Travel between an employee's home and the workplace is not considered time worked. Travel on University business during an employee's normal working hours (including travel during those hours on the employee's day off) is considered time worked. Travel outside normal working hours is considered time worked when it occurs on a scheduled day of work and is to or from a work location outside the normal commuting area of the assigned workplace. Travel time will be paid in accordance with the University Business and Finance Manual.

#### **T. HOURS OF WORK -- LAWRENCE BERKELEY LABORATORY**

Policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to Hours of Work at the Laboratory shall remain in effect for employees at the Laboratory and shall supersede the provisions of this Article in A. through O. above.

**UC HEALTH**  
**MEAL PERIOD WAIVER AND DEFERRAL FORMS**

**Employee Name:** \_\_\_\_\_ **Employee ID:** \_\_\_\_\_

**Employee Department:** \_\_\_\_\_ **UCNet ID:** \_\_\_\_\_

**I hereby certify that I am an employee of University of California, [identify Med Center] (“University”) and provide direct care or support direct patient care in a general acute care hospital, patient care clinic, or public health setting.**

**I understand that, when I work shifts over five (5) hours and no more than ten (10) hours, I am entitled to one unpaid thirty (30) minute meal period. I understand that, when I work shifts over ten (10) hours, I am entitled to two unpaid meal periods. I further understand that if my shift is longer than fifteen (15) hours, I am entitled to an additional unpaid thirty (30) minute meal period.**

**VOLUNTARY MEAL PERIOD WAIVER FOR SHIFTS OF IN EXCESS OF FIVE (5) AND NOT MORE THAN SIX (6) HOURS**

☐ **By checking this box and signing below, I certify that I voluntarily elect to waive my unpaid meal period for each shift that I work of over five (5) hours but not more than six (6) hours. I understand that waiving a meal period is not a condition of employment. I understand although I will be paid for all time worked, I will not be paid for the waived meal period time (30 minutes) and the waived meal period will not qualify as a missed meal period for which I am entitled to a penalty under California law. This waiver will remain in effect until I, or the University, exercise the option to revoke it. I understand that I may revoke this waiver at any time by providing at least one (1) day’s advance notice in writing of the decision to do so, and that the University may revoke this waiver at any time by providing at least twenty one (21) day’s advance notice in writing of the decision to do so.**

**ACKNOWLEDGMENT OF VOLUNTARY DEFERRAL OF MEAL PERIOD FOR SHIFTS OF NO LESS THAN EIGHT (8) AND NOT MORE THAN TEN (10) HOURS**

☐ **By checking this box and signing below, I certify that I voluntarily elect for my unpaid meal period to begin after the fifth hour of my shift, when I work shifts of no less than eight (8) hours and no more than ten (10) hours. I specifically request and intend that this meal period deferral apply to all shifts that I work of no less than (8) hours and no more than ten (10) hours. I understand that I will be paid for all time worked, but I will not receive any additional pay due to the deferred meal break, nor will my deferred meal period qualify as a missed meal period for which I am entitled to a penalty under California law. I further understand that, at any time, I may revoke this Acknowledgment of Voluntary Deferral of Meal Period for Shifts of No Less Than Eight (8) and Not More Than Ten (10) Hours (“Deferral”) by providing at least one day’s advance notice in writing of the decision to do so to my supervisor/manager. Similarly, the University may revoke its acceptance of my deferral election by providing me at least twenty one**

(21) day's advance notice in writing of the decision to do so. I understand that deferring my meal period is not a condition of employment and that the University has provided me with the option to take a meal period that begins before the end of the fifth hour of my shift. This Deferral will remain in effect until I, or the University, exercise the option to revoke it.

**VOUNTARY MEAL PERIOD WAIVER FOR SHIFTS IN EXCESS OF TEN (10) HOURS**

☐ I hereby certify that I voluntarily elect to waive one of the two unpaid thirty (30) minute meal periods I would otherwise be entitled to receive under California law for each shift that I work in excess of ten (10) hours. I understand that as a result of this waiver, I will receive only one meal period, scheduled to occur before the end of the eighth (8<sup>th</sup>) hour of work during each day of work, and I will be paid for all time worked. I understand if I have waived one meal period, I will be paid for all time worked, but so long as my remaining meal period is scheduled and available before the end of the eighth (8<sup>th</sup>) hour of my shift, I will not be paid for the thirty (30) minutes of waived meal period time nor will I be entitled to a missed meal period penalty under California law. By checking this box and signing below, I confirm that I agree to waive one of the two meal periods I would otherwise be entitled to receive when I work a shift in excess of ten

(10) hours. This waiver will remain in effect until I, or the University, exercise the option to revoke it. I understand that I may revoke this waiver at any time by providing at least one (1) day's advance notice in writing of the decision to do so, and that the University may revoke this waiver at any time by providing at least twenty one (21) day's advance notice in writing of the decision to do so.

**I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND IT, AND VOLUNTARILY AGREE TO THE WAIVER(S) AND/OR DEFERRAL FORM THAT I HAVE CHECKMARKED.**

To revoke a meal period waiver or meal period deferral , I must submit a request in writing and send it to my supervisor/manager at least one (1) day in advance of the date I would like the revocation to take effect.

Employees who have the option of electing to waive a meal period but do not do so will have their shift length extended by thirty (30) minutes to accommodate the meal period.

I understand that waiving or deferring a meal period is not a condition of employment.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of UC Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of UC Representative: \_\_\_\_\_ Department: \_\_\_\_\_

**University of California  
SX Unit**

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**ARTICLE 17  
LEAVES OF ABSENCE**

**A. GENERAL PROVISIONS**

In accordance with the provisions of this Article, leaves of absence, with or without pay, may be approved by the University. If applicable state or federal law requires that the University offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

1. Benefit Eligibility

- a. For purposes of benefit eligibility, an approved leave without pay shall not be considered a break in service. ~~Except as provided in Section D - Family and Medical Leave (FML)~~ **Unless continuation of benefits is required by this Article or otherwise required by law**, an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans (as determined by plan documents and regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.
- b. Employee benefit plan coverage during an approved **Family and Medical Leave (FML)** leave of absence will be continued in accordance with the provisions of Section E - Pregnancy Disability **Leave** and Section D - Family and Medical Leave (FML).

2. Except as provided in Section D.1.a. ~~2~~ **3**, Family and Medical Leave (FML), periods on leave in a without-loss-of-straight-time pay status shall be considered time worked.

3. Requests for Leave

Except as provided in Section D Family and Medical Leave (FML) **or otherwise provided by law**, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing to the University. Such requests shall be

submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. If the employee learns of the event giving rise to the need for leave more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and, at a minimum, with 30 days advance, written notice. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the University with as much advance, written notice as possible, and, at a minimum, with such notice no more than five working days after learning of the event. All requests for leave shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

4. Duration

**For leaves other than Family and Medical Leave (FML) and Pregnancy Disability Leave, which are addressed in Sections D and E, respectively, below,** the duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section C - Medical Leaves of Absence, ~~and~~ Section D - Family and Medical Leave (FML), **and Section E – Pregnancy Disability Leave,** written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article or **as may otherwise be required by law** ~~satisfy the University's obligation to reasonably accommodate a disabled employee,~~ the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months.

5. Return to Work

- a. Except as provided in Section C - Medical Leaves of Absence, Section D- Family and Medical Leave (FML), Section E – Pregnancy Disability Leave, and Section L - Military Leave, **or as otherwise required by law,** an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six calendar months or less, or 12 months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee actually been working rather than on leave when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.
- b. An employee who has exhausted ~~his/~~ **her/his/their** original leave entitlement and who has been granted additional leave under another section of this Article **or pursuant to a statutory right,** shall be reinstated in accordance with the provisions of the section under which the additional leave was granted **or pursuant to law.**

- c. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.
6. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned ~~his/~~ her/his/their job, in accordance with Article 34 – Resignation and Job Abandonment, if such failure to return exceeds five or more consecutive working days of the anticipated return date.

## B. PERSONAL LEAVE

1. A non-probationary career employee may be granted a personal leave of absence without pay at the sole, non-grievable discretion of the University. Such leave shall not exceed six calendar months.
2. *Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for benefits except that the regulations of the retirement systems must be specifically checked to determine the effects of such leave without pay on retirement benefits*
- ~~2.3.~~ If an employee's request for a personal leave of absence without pay is denied, such denial may, upon the employee's written request, be reviewed by the Department/Division Head. The results of such a review shall not be subject to Article ~~2~~ 10 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.
- ~~3.4.~~ The University at its sole non-grievable discretion may approve extension of a personal leave of absence without pay for a total leave of not normally more than 12 months.

## C. MEDICAL LEAVES OF ABSENCE

A Medical Leave of Absence, granted under this section, is the period(s) an eligible employee is granted leave from work for medical reasons in accordance with Section C.1, - Eligibility for a Medical Leave of Absence, below. This leave includes the combined use of ~~accrued~~ any available sick leave and the medical leave of absence without pay in accordance with the provisions of this Article and Article 38 - Sick Leave. In the event that an employee's available ~~accumulated~~ sick leave credit is exhausted, an employee may be placed on a Medical Leave of Absence without pay in accordance with the provisions of this section. Medical leaves of absence without pay are provided for leaves due to non-work related illnesses or injuries. For leaves due to work- related illnesses or injuries, see Article 46 – Work-Incurred Injury or Illness.

1. Eligibility for a Medical Leave of Absence
  - a. An employee may be eligible for a Medical Leave of Absence without pay when ~~he/~~ she/he/they has/have furnished evidence of disability satisfactory

to the University and when she/he/they:

- 1) Is are medically incapable of performing essential assigned functions of ~~his/her~~ her/his/their job due to a non-work related illness or injury; ~~and~~ or
- 2) ~~—Has furnished evidence of disability satisfactory to the University; or~~
- 2) Has exhausted ~~her~~ her/his/their four (4) month entitlement to leave under Section E Pregnancy Disability Leave and is still disabled by pregnancy, childbirth, or related medical conditions; or
- 3) Has either exhausted ~~his/her~~ her/his/their 12 workweek FML entitlement in a calendar year to leave due to a serious health condition under Section D - Family and Medical Leave (FML) or is not eligible for leave due to the employee's serious health condition under Section D - Family and Medical Leave (FML)

2. Notification for a Medical Leave of Absence

Requests for medical leave shall be in writing as provided in Section A.3, and the employee shall furnish evidence of the medical need for leave that is satisfactory to the University as provided in Section C.3 - Documentation and Verification, below. Additionally, an employee must notify the University of ~~the need~~ any request to extend ~~his/her/his/their~~ medical absence from work prior to the employee's anticipated date of return.

3. Documentation and Verification for a Medical Leave of Absence

- a. Documentation of the employee's disability (or other medical need for leave) and/or ability to return to work is required and is subject to verification by the University. Such documentation shall include, but is not limited to, a statement from a health practitioner (as defined in Article 38 - Sick Leave, Section D.45. ) regarding the anticipated duration of the employee's medical condition, and a statement that the employee is incapable of performing the essential assigned functions of ~~his/her~~ her/his/their job.
- b. The University may have an employee claiming disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination required by the University.
- c. An employee on a Medical Leave of Absence shall submit medical verification from ~~his/her~~ her/his/their health care provider that ~~he/she~~ she/he/they has have been medically released to perform the essential assigned functions of ~~his/her~~ her/his/their job with or without reasonable accommodation prior to ~~his/her~~ her/his/their return.

4. Duration of a Medical Leave of Absence

Medical leaves of absence are granted for the period of verified disability (or other medical need for leave) and are not granted for non-medical purposes. When the use of ~~accrued~~ any available sick leave and a medical leave of absence without pay are combined, a medical leave of absence from work for non-work related disability purposes may be granted by the University for a total period of verified disability not to exceed six months unless otherwise required by law. If further leave is required, see Section C.5.

5. Extensions of a Medical Leave of Absence

- a. In the event that an employee's verified non-work-related disability (or other medical need for leave) exceeds six months, a personal leave of absence may be granted in accordance with the provisions of Section B – Personal Leave of this Article. However, the aggregate of leave for medical reasons normally shall not exceed 12 consecutive months unless otherwise required by law. The granting of a personal leave of absence in order to extend an employee's total absence from work for medical purposes is at the sole discretion of the University and without recourse to Article 10 - Grievance Procedure or Article 3- Arbitration Procedure of this Agreement. An employee on such personal leave of absence shall submit medical verification that ~~he/she~~ she/he/they has/have been medically released to perform the essential assigned functions of ~~his/her~~ her/his/their job with or without reasonable accommodation prior to his/her return in accordance with Section C.3.c of this Article.
- b. A request to extend a leave for medical reasons may not be granted when medical separation is appropriate.

6. Return to Work After a Medical Leave of Absence

Unless otherwise required by law, an employee returning from an approved medical leave of absence shall be returned to the same or a similar position when the employee has been medically released to perform the essential assigned functions of ~~his/her~~ her/his/their job with or without reasonable accommodation. If the position held has been abolished or affected by layoff during the absence, the employee shall be afforded the same considerations which would have been afforded had that employee actually been working rather than on leave when the position was abolished or affected by layoff.

D. FAMILY AND MEDICAL LEAVE (FML)

An employee who is eligible for Family and Medical Leave (FML) and has not exhausted ~~his or her~~ her/his/their FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below: (a) due to the employee's own serious health condition, (b) to care for a family member or designated person with a serious health condition, (c) as Pregnancy Disability Leave, (d) as Parental Bonding Leave, (e) as Military Caregiver Leave, or (f) as Qualifying Exigency Leave.

1. General Provisions for FML

a. Definitions for FML

- 1) The leave year is the calendar year for all types of FML except Military Caregiver Leave. For Military Caregiver Leave, the leave year is the single 12-month leave period that begins on the first day **the employee takes Military Caregiver Leave and ends twelve (12) months after that date.**
- 2) 1,250 Hours of Actual Service means time actually spent at work and does not include any paid time off, such as vacation, compensatory time **off**, or sick leave, holidays not worked, or time spent in unrestricted on-call status. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.
- 3) Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee 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.~~
- 4) Parent means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in loco parentis to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in loco parentis to the employee when the employee was a child.
- 5) **Parent-in-law means the parent of the employee's spouse or domestic partner.**
- 6) Spouse means a partner in marriage and may be of the same or opposite sex.
- 7) **Domestic Partner means an individual designated as an employee's domestic partner under one of the following methods:**
  - a) **registration of the partnership with the State of California;**
  - b) **the establishment of a same- sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or**
  - c) **filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee's domestic partner by any of the foregoing methods,**

the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.

- 8) Grandchild means the child of an employee's child.
- 9) Grandparent means the parent of the employee's parent.
- 10) Sibling means a person related to the employee by blood, adoption, or by having a common legal or biological parent.
- 11) Designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave, and employees are limited to one designated person per calendar year for FML purposes.
- 6) 12) A serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - a) “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 ~~him or her~~ her/him/them to the facility with the expectation that ~~he or she~~ she/he/they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - b) “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.
  - c) “Continuing treatment” means ongoing medical treatment or supervision by a health care provider, as defined in section D.1.a.14 §, below.

- 7) **13)** A serious health condition of a family member or designated person is a serious health condition, as defined in Section D.1.a.**12**, above, of the employee's child, parent, **parent-in-law**, spouse, ~~or~~ same- or opposite-sex domestic partner, **grandchild, grandparent, sibling, or designated person** that requires the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's **or designated person's** treatment or incapacity.
- 8) **14)** Health care provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), physician assistant, nurse practitioner, nurse- midwife or clinical social worker performing within the scope of their practice as defined under State law; Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

b. Eligibility Criteria for FML

Employees who have at least 12 cumulative months of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement), and have worked at least 1,250 hours of Actual Service during the 12-month period immediately preceding the commencement of the leave are eligible for **FML under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) if leave is required for an FML-qualifying reason, except as otherwise provided in this Article. If the employee is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply.**

c. **Duration of Leave**

~~and shall be granted up to a total of~~ **FML shall not exceed** 12 workweeks of FML in the leave year, except ~~when FML is being taken as Military Caregiver Leave or Pregnancy Disability Leave~~ **in the following instances:**

- (1) ~~If~~ **when** the employee is taking FML as Military Caregiver Leave, the employee shall be eligible for up to 26 workweeks of leave in a single 12-month leave period;
- (2) **when** If the employee is taking FML as Pregnancy Disability Leave, the employee shall be eligible for leave for the period of ~~verified pregnancy-~~

related actual disability up to four months of leave per pregnancy;

- (3) when the employee is taking FML for a combined leave for Pregnancy Disability Leave and Parental Bonding Leave, the employee shall be eligible for up to four months per pregnancy plus up to 12 workweeks for Parental Bonding Leave; and
- (4) when the employee is taking FML in situations where the employee's FML does not run concurrently under the FMLA and CFRA.

FML includes paid and unpaid absences, including use of an employee's accrued available sick leave, vacation, Pay for Family Care and Bonding (PFCB) and leave of absence without pay, in accordance with the applicable sections below. Aggregate time used for FML shall not exceed 12 workweeks in the leave year unless the employee is taking FML as Military Caregiver Leave or as Pregnancy Disability Leave

e.d. Time Periods for FML

- 1) For employees who work less than full time or who work full time but on alternative work schedules, the number of working days shall be adjusted on a pro-rata basis. For the purposes of FML, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. For employees who work part-time or a schedule other than an 8/40, the number of FML hours for which the employee is eligible shall be adjusted in accordance with their her/his/their normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on their her/his/their hours worked over the twelve (12) months immediately preceding the leave.
- 2) When supported by a complete and sufficient certification, the University shall grant FML for the employee's serious health condition, to care for a family member or designated person with a serious health condition, as Military Caregiver Leave, or as Qualifying Exigency Leave any of the six reasons identified in the first paragraph of Section D except Parental Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. For Parental Bonding Leave, see Section D. 5.d. For Pregnancy Disability Leave, see Section E. the time actually spent on the intermittent or reduced schedule shall be counted towards the employee's entitlement of 12 workweeks in for the leave year.
- 3) When the employee requests FML on an intermittent or reduced schedule basis due to the planned medical treatment of the employee or

the employee's family member **or designated person** with a serious health condition, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall be to a position that has equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Should the employee object to the temporary transfer, the employee may submit a written request for review to the Department/Division Head. Such temporary transfer shall not be subject to Article **10** - Grievance Procedure or Article 3 - Arbitration Procedure.

**d.e.** Notice for FML

- 1) If the employee learns of the event giving rise to the need for leave more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and, at a minimum, 30 days prior to the commencement of the leave, if practicable.
- 2) If the need for leave is foreseeable due to the planned medical treatment of the employee ~~or his/her~~ **her/his/their** family member **or designated person**, the employee shall make reasonable efforts to schedule the leave so as to avoid disruption to the University's operations.
- 3) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the employee shall provide the University with as much advance notice as is practicable, and, at a minimum, with such notice within five working days after learning of the event.
- 4) An employee who fails to give 30 days' notice for a foreseeable leave with no reasonable basis for the delay may have ~~his/her~~ **her/his/their** FML leave delayed until 30 days after the date on which the employee provides notice.
- 5) The University shall determine whether the employee is eligible and qualifies for FML and shall notify the employee, in writing, when the leave is designated or provisionally designated as FML. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, may be granted in accordance with this Section up to an aggregate of 12 workweeks in the leave year **or as follows, as applicable:**

**(a) for up to 26** workweeks in a single 12-month leave period if FML is

being taken as Military Caregiver Leave;

**(b) for** up to 4 months per pregnancy if FML is being taken as Pregnancy Disability Leave;

**(c) for up to 4 months per pregnancy plus up to 12 workweeks if FML is being taken as a combined leave for Pregnancy Disability Leave and Parental Bonding Leave; and**

**(d) for up to the employee's maximum leave entitlement under the FMLA and/or CFRA, as applicable, in situations where the employee takes FML for different reasons during the calendar year and one or more of those leaves do not run concurrently under the FMLA and CFRA.** ~~may be granted in accordance with this Section.~~

e.f. Certification and Other Supporting Documentation for FML

1) For the Employee's Own Serious Health Condition

- a) When leave is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for FML be supported by a written certification issued to the University by the employee's health care provider. Such request to the employee shall be in writing. The certification may be provided on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee has a serious health condition as ***defined in Section D.1.o above***, include the following:
- b) A statement as to whether the employee is unable to perform any one of the essential assigned functions of the position, and
- c) The date, if known, on which the serious health condition commenced, the probable duration of the condition and the employee's probable date of return, and
- d) Whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced schedule, and if so, the probable duration of the need for such schedule, and,
- e) If the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

2) If Leave is Requested for the Employee's Family Member **or Designated**

**Person.**

When a leave of absence is requested for the serious health condition of the employee's family member **or designated person**, the University shall require that an employee's request for leave be supported by written certification issued by the family member's **or designated person's** health care provider. When certification is required by the University, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee's family member or **designated person** has a serious health condition **as defined in Section D.1.f** above, include:

- a) A statement that the serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's **or designated person's** treatment or incapacity, and
  - b) Whether the employee's family member **or designated person** will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.
  - c) In addition, the employee will be required to certify either on the same form or separately what care ~~he/she~~ **she/he/they** will provide the family member **or designated person** and the estimated duration of the period of care.
- 3) The University may, at its sole, non-grievable discretion, require that an employee complete a Declaration of Relationship form to certify ~~his/her~~ **her/his/their** relationship with the family member **or designated person when** the employee is requesting FML to care for a family member **or designated person** with a serious health condition or to certify ~~his/her~~ **her/his/their** relationship with the child when the employee is requesting FML as Parental Bonding Leave. The employee's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's written request may, at the sole, non-grievable discretion of the University, result in discontinuance of the leave until the required documentation is provided or, if the leave has not yet begun, a delay in the start of the leave. If the employee fails to provide the completed Declaration of Relationship form within a reasonable period of time, FML may be denied.

- 4) Should the University have a good faith, objective reason to doubt the validity of the employee's medical certification for ~~his/her~~ her/his/their own serious health condition, the University has the right to require the employee to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from that of the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions and the third opinion shall be final.
- 5) If additional leave is requested upon expiration of the leave granted, or should the circumstances of the leave change, the University has the right to require the employee to obtain recertification. Such requests for subsequent certification shall be in writing.
- 6) If certification or recertification is required, the employee shall return the certification within 15 calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in the denial of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given 15 calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the denial of the leave or the denial of continuation of the leave until the required certification is provided. If the employee fails to provide a certification/recertification or a completed certification/ recertification and the leave has not begun, the request for FML may be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML leave.
- 7) If the employee was taking FML due to ~~his or her~~ her/his/their own serious health condition, the employee must be medically released to perform the essential assigned functions of ~~his/her~~ her/his/their job, with or without reasonable accommodation, before returning. Failure to provide a medical release to return to work may result in the denial of reinstatement until after the employee submits the required medical release certification.

**g. Pay For Family Care and Bonding General**

- 1) ***In order to support employees' need to take leave to care for her/his/their family members, the University offers eligible employees Pay for Family Care and Bonding (PFCB), which is an income replacement option for up to eight***

workweeks per calendar year.

- 2) To be eligible for PFCB, an employee must be on an approved block Family and Medical Leave (FML) taken for one of the qualifying reasons below, and the employee must be taking that leave in a block of a minimum of one workweek.
- 3) Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding, to care for a family member other than a designated person with a serious health condition (Section D.3), for Military Caregiver Leave (Section D.6), or for Qualifying Exigency Leave (Section D.7). Section D.1.(b) in this Article outlines the eligibility requirements for Family and Medical Leaves. PFCB is not an option available during any other type of leave.
- 4) If an employee elects to use PFCB for a particular qualifying FML block leave rather than using paid leave or taking the leave without pay, the employee must continue to use PFCB until they she/he/they either exhaust(s) their her/his/their full eight workweeks of PFCB for the calendar year or that qualifying FML block leave ends. If their her/his/their leave ends before they she/he/they has/have used the full eight workweeks of PFCB for the calendar year, the remainder is available to use during a qualifying FML block leave later in the calendar year.
- 5) An employee may not use any paid leave (e.g., vacation, sick leave, CTO, as applicable), while receiving PFCB.

h. PFCB Pay Calculation

- 1) The PFCB option provides pay calculated at one hundred percent (100%) of an employee's eligible earnings as defined below.
- 2) Eligible Earnings include an employee's base salary payable through the University. Eligible earnings do not include (if applicable) bonuses, perquisites, overtime pay, out of classification pay, shift differentials, uniform allowances, certification pay, specialty pay, emergency response pay, charge differentials, on-call differentials, or any pay that is received in addition to that of the employee's regular appointment, and any other additional cash compensation received that is more than 100% of the base salary of the full-time equivalent of the employee's regular position.
- 3) If the employee has an appointment established at a fixed percentage, PFCB is based on the salary rate in effect during the employee's leave.

- 4) If the employee has an appointment established at a variable percentage, eligible earnings are an average of the employee's eligible earnings for the three calendar months (for an employee paid on a monthly basis) or six pay periods (for an employee paid on a bi-weekly basis) immediately prior to the period in which the leave begins, excluding periods with furlough or approved leave without pay. This average is calculated as follows:
- 5) For an employee paid on a bi-weekly basis, the sum of hours paid in the six pay periods immediately prior to the period in which the leave begins is divided by 12 to determine the average hours worked per week. The average hours worked per week is the number of hours per week the employee is to be paid while receiving PFCB.
- 6) For an employee paid on a monthly basis, the sum of the time paid in the three calendar months immediately prior to the period in which the leave begins is divided by 3 to determine the average time worked per month. The average time worked per month is the time per month the employee is to be paid while receiving PFCB.
- 7) If the consecutive three months or six bi-weekly pay periods immediately preceding the beginning of the leave cannot be used due to furlough or approved leave without pay, the look-back period may be extended up to, but no longer than, one year prior to the beginning of the leave, using the most recent applicable pay periods.

i. Pay and Benefit Considerations

- 1) PFCB is considered taxable wages. An employee's normal deductions are taken from PFCB.
- 2) An employee earns their her/his/their normal vacation and sick leave while they she/he/they is/are receiving PFCB.
- 3) Retirement service credit (i.e., service earned as a UCRP member or UC Defined Contribution Savings Choice participant) is earned based upon an employee's covered compensation and their her/his/their full time equivalent compensation from a UCRP-eligible appointment. While receiving PFCB, an employee will continue to make required contributions to retirement plans. An employee's normal retirement service credit is earned while they she/he/they is/are receiving PFCB.
- 4) Health and welfare benefits deductions will be taken from PFCB in accordance with the employee's benefit elections. Receiving PFCB does not, in itself, affect benefits status or eligibility. However, benefits regulations affecting return to pay status after a leave without pay will

**apply if an employee returns to pay status by receiving PFCB.**

**f.j. Use of Accrued Paid Leave During FML *Pay Status***

FML is unpaid unless an employee uses accrued ~~any available~~ paid leave sick leave, vacation leave, or compensatory time off **and/or Pay for Family Care and Bonding (PFCB)** during FML as provided in this section.

- 1) An employee on an approved FML to care for a family member with a serious health condition, may elect to use **PFCB if they ~~she/he/they meet the criteria set forth in Section D.1(g). Employees may not use PFCB when taking FML to care for a designated person with a serious health condition. For any portion of an approved FML to care for a family member or designated person with a serious health condition during which an employee is not receiving PFCB, the employee may use available paid leave as provided in this section. The employee may elect to use~~** accrued compensatory time off (in accordance with Article 13– Hours of Work) or accrued vacation time before taking FML without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking FML without pay. Up to thirty (30) days of ~~accrued~~ **available** sick leave per year may be used during FML when FML is taken to care for a family member or designated person with a serious health condition under this section pursuant to **Article 38 - Sick Leave** ~~Section B.3.b.~~
- 2) An employee on an approved FML for Parental **Bonding** Leave may elect to use **PFCB if they ~~she/he/they meet the criteria set forth in Section F. For any portion of the leave during which employees are not receiving PFCB, they~~ she/he/they may elect to use** accrued compensatory time off (in accordance with Article 13– Hours of Work) or accrued vacation time before taking FML without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking FML without pay.
- 3) An employee on an approved FML for his/her **her/his/their** own serious health condition shall use ~~accrued~~ **available** sick leave in accordance with the University's disability plan or as provided under Article 46 - Work Incurred Injury or Illness, if applicable. Employees not eligible for University disability benefits and who are not on leave due to a work-incurred illness or injury shall use all ~~accrued~~ **available** sick leave prior to taking FML without pay. An employee may also use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation before taking FML without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking FML without pay.

- 4) For an employee's use of ~~accrued~~ **available paid** leave while on Pregnancy Disability Leave, see Section E.5.
- 5) For an employee's use of ~~accrued~~ paid leave **benefits** while on Military Caregiver Leave, see Section D.6(e).
- 6) For an employee's use of ~~accrued~~ paid leave **benefits** while on Qualifying Exigency Leave, see Section D.7(e).

~~g.k.~~ Continuation of Health Benefits During FML

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

- 1) When the employee is on FML that runs concurrently under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single 12-month leave period, as defined in section D.1.a.
- 3) When the employee is on a Qualifying Exigency Leave under the FMLA **and/or CFRA**: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the employee 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 for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
- 5) When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental **Bonding** Leave after an employee's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

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

#### h.l. Review of Denials or Deferrals of FML Requests

If an employee's request for FML is denied, deferred or otherwise provided for short of the employee's initial request, such University action may, upon the employee's written request, be reviewed by the Department/Division Head. Neither the University's action in granting or not granting an FML nor the results of such review shall be subject to Article 10 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.

#### i.m. Return to Work After FML

**An employee granted FML for any reason other than Pregnancy Disability who returns within 12 workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave) shall be returned to the same or an equivalent position upon return from the leave.**

~~An employee granted FML for any reason other than Pregnancy Disability shall be returned to the same or an equivalent position upon return from the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section E.7, below. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee actually been working rather than on leave when the position was abolished or affected by layoff. An employee granted an FML is not entitled to reinstatement to his/her her/his/their position if the employee's appointment ending date or predetermined date of separation occurs before the scheduled return date.~~

#### 4.2. FML for the Employee's Serious Health Condition

FML for the employee's own serious health condition is leave taken when the employee's own serious health condition, as defined in Section D.1.a.6-12 above, renders the employee unable to perform any one or more of the essential functions of the employee's position.

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

FML to care for a family member or designated person with a serious health condition is leave to care for the employee's child, parent, parent-in-law, spouse, same or opposite sex domestic partner, grandchild, grandparent, sibling, or designated person who has a serious health condition, as defined in Section D.1.a.713, above.

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

CFRA to the extent the employee has such entitlement(s) available.

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

4. FML as Pregnancy Disability Leave

When an employee who takes Pregnancy Disability Leave pursuant to Section E – Pregnancy Disability Leave, below, is eligible for FML under the FMLA, ~~her~~ her/his/their Pregnancy Disability Leave will be counted against ~~her~~ her/his/their FML entitlement under the FMLA as well as ~~her~~ her/his/their entitlement under the PDLL.

5. FML as Parental **Bonding** Leave

Parental **Bonding** Leave is a form of FML an employee may take to bond with the employee's newborn or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption or placement of the child. This type of leave shall be initiated and concluded within one year of the birth or the placement of the child with the employee. The University will grant a Parental **Bonding** Leave subject to the limitations described below.

a. Eligibility Criteria

An employee taking Parental **Bonding** Leave must meet the eligibility requirements for FML set forth in Section D.1.b except when the employee is taking Parental **Bonding** Leave immediately following **FML taken as** Pregnancy Disability Leave and was eligible for leave under the FMLA/CFRA at the beginning of that Pregnancy Disability Leave; in those circumstances, the employee shall be granted a Parental **Bonding** Leave for up to twelve workweeks immediately after ~~her~~ her/his/their Pregnancy Disability Leave, provided that ~~she~~ she/he/they has have not exhausted ~~her~~ her/his/their FML entitlement under CFRA for that leave year.

b. Requests for Parental **Bonding** Leave

The employee 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 to allow the University to plan for the absence of the employee, but the employee shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental **Bonding** Leave shall be set at the time such leave commences, or if requested in conjunction with an FML leave taken ~~for pregnancy/childbearing~~

~~disability~~ **Pregnancy Disability Leave**, shall be set at the time such Pregnancy Disability Leave commences. Parental Bonding Leave, when taken for adoption or foster care, could commence prior to the date of the child's placement with the employee.

c. Leave Entitlement

Parental **Bonding** Leave alone shall not exceed twelve (12) workweeks in a calendar year. When Parental **Bonding** Leave is combined with a Pregnancy Disability Leave, the total FML Leave shall not exceed seven months in the leave year.

d. Length of Parental **Bonding** Leaves

The University shall grant a Parental **Bonding** Leave of less than two weeks' duration on any two occasions during the leave year. The University, at its discretion, may ~~request~~ **require** that any additional leaves for Parental **Bonding** Leave requested **to bond with the same child** during this same time period be for a minimum duration of two weeks, **unless otherwise required by law**.

6. FML as Military Caregiver Leave

Military Caregiver Leave is a type of FML that an eligible employee may take to care for a family member who is a "covered servicemember" undergoing medical treatment, recuperation or therapy for a serious injury or illness ~~in the line of duty~~, consistent with the **FMLA and the** definitions of those terms in Section D.6.a below. The general FML provisions set forth in Sections D.1 above apply to Military Caregiver Leave except to the extent that provisions more specific to Military Caregiver Leave are set forth in this Section ~~D.6~~.

a. Definitions applicable to Military Caregiver Leave

- 1) Covered servicemember means (i) a current member of the ~~regular~~ 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 on the temporary disability retired list; or (ii) 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 employee takes Military Caregiver Leave to care for a covered veteran.

- 3) Outpatient status means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- 4) Serious injury or illness means (i) for a current member of the Armed Forces (including 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 ~~his or her~~ **her/his/their** office, grade, rank, or rating or (ii) for a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran.
- 5) Parent of a covered servicemember means a covered servicemember's biological parent, adopted parent, step-parent, foster parent, or any other individual who stood in loco parentis to the covered servicemember when the covered servicemember was a child. The term does not include parents "in law."
- 6) ~~Son or daughter~~ **Child** of a covered servicemember means a covered servicemember's biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis **when that person was a child**, and who is of any age.
- 7) Next of kin means either (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, ~~son or daughter~~ **child**) or (b) the person who the covered servicemember has designated in writing as ~~his/her~~ **her/his/their** nearest blood relative for purposes of Military Caregiver Leave.
- 8) Single 12-month leave period means the period beginning on the first day the employee takes ~~leave to care for the covered servicemember~~ **Military Caregiver Leave** and ending 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.)

b. Eligibility Criteria for Military Caregiver Leave

In addition to meeting the eligibility requirements for FML set forth in Section D.1.b, an employee taking Military Caregiver Leave must be a spouse, domestic partner, parent, ~~son, daughter~~ **child**, or next of kin of the covered servicemember.

c. Leave Entitlement for Military Caregiver Leave

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

If an eligible employee does not use all of ~~his or her~~ **her/his/their** 26 workweeks of leave entitlement to care for a covered servicemember during this single 12-month leave period, the remaining part of the 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 employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates ~~a~~ recurring periods of leave than does the employee’s regular position.

d. Documentation and Certification for Military Caregiver Leave

Employees may be required to provide a certification completed by an authorized health care provider, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any other health care provider (as defined in Section D.1.k.) who is treating the covered servicemember that provides information necessary to establish entitlement to Military Caregiver Leave. In addition, employees may be required to provide certain information (or have the covered servicemember provide that information) including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave, ~~his or her~~ **her/his/their** relationship with the employee, and an estimate of the leave needed to provide the care. The employee may also be required to provide confirmation of a covered family relationship between the employee and the covered servicemember. **When the covered servicemember is a**

covered veteran, the employee may be required to provide information establishing the servicemember's veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

- e. Use of ~~Accrued~~ Paid Leave **Benefits** during Military Caregiver Leave

An employee on an approved FML leave for Military Caregiver Leave may elect to use **Pay for Family Care and Bonding (PFCB)** ~~if they~~ **she/he/they meet the criteria set forth in Section F. For any portion of the leave during which employees are not receiving PFCB, they** **she/he/they may use paid leave as provided in this section.** They **She/He/They may elect to use** accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time before taking FML without pay. However, if the employee's vacation leave accrual is at maximum the employee will be required to use at least 10% of the vacation leave credit prior to taking FML without pay. Up to thirty (30) days of ~~accrued~~ **available** sick leave per year may be used during FML taken to care for a family member who is a covered servicemember with a serious injury or illness pursuant to Article 38 - Sick Leave ~~Section B.3.b.~~

7. FML as Qualifying Exigency Leave

Qualifying Exigency Leave is a type of FML that an eligible employee may take if the employee's spouse, domestic partner, ~~son, daughter~~ **child, parent, or parent-in-law** is a military member and the employee needs to attend to any "qualifying exigency" while the military member is on covered active duty or call to covered active duty (**or has been notified of an impending call or order to covered active duty**), consistent with the definition of those terms in Section D.7.a, below. The general FML provisions set forth in Sections D.1 above apply to Qualifying Exigency Leave except to the extent that provisions more specific to Qualifying Exigency Leave are set forth in this Section D.7.

- a. Definitions applicable to Qualifying Exigency Leave

- 1) Covered active duty or call to covered active duty status means (a) in the case of a member of the regular Armed Forces, duty during the deployment to a foreign country or (b) in the case of a member of the Armed Forces Reserve, duty during the deployment to a foreign country under a Federal call or order to active duty in support of a contingency operation as defined by the FMLA.
- 2) Qualifying exigency is defined as any one of the following, provided that the activity relates to the military member's covered active duty or call to covered active duty status:

- a) Short notice deployment to address issues that arise due to the military member being notified of an impending call to covered 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 18 or incapable of self-care
- 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 90 days after the termination of the military member's covered active duty status
- e) Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age 18 or incapable of self-care
- 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 deployment
- g) Post-deployment activities, ***including to*** attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty and to address issues that arise from the death of the military member while on covered active duty status
- h) Parental care for the parent ***or parent-in-law*** of the military member when the parent ***or parent-in-law*** is incapable of self-care
- i) Additional activities related to the military member's covered active duty or call to covered active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

b. Eligibility for Qualifying Exigency Leave

In addition to meeting the eligibility requirements for FML set forth in Section D.1.b, an employee must have a military member who is the employee's ~~be the spouse, domestic partner, son, daughter~~ child, parent, or parent-in-law ~~of a military member~~ to be eligible for Qualifying Exigency Leave.

c. Leave Entitlement for Qualifying Exigency Leave

Eligible employees are entitled to up to twelve (12) workweeks of Qualifying Exigency leave during a calendar year.

As with other types of FML, Qualifying Exigency Leave may be taken on an intermittent or reduced schedule basis.

d. Documentation and Certification for Qualifying Exigency Leave

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

e. Use of ~~Accrued~~ Paid Leave Benefits During Qualifying Exigency Leave

An employee on an approved FML leave for Qualifying Exigency Leave may elect to use Pay for Family Care and Bonding (PFCB) if they she/he/they meet the criteria set forth in Section F. For any portion of the leave during which employees are not receiving PFCB, they she/he/they may elect to use accrued compensatory time off (in accordance with Article 12 ~~43~~– Hours of Work) or accrued vacation time before taking FML without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking FML without pay.

## E. PREGNANCY DISABILITY LEAVE

An employee may take Pregnancy Disability Leave when disabled by pregnancy, childbirth, or related medical conditions or for purposes of prenatal care.

1. Leave Entitlement for Pregnancy Disability Leave

During the period of ~~verified pregnancy-related~~ actual disability, an ~~female~~ employee is entitled to and the University shall grant a leave of absence of up to four months per pregnancy. If the employee continues to be disabled by pregnancy, childbirth, or a related medical condition beyond four months, a further medical leave of absence may be granted in accordance with Section C – Medical Leaves of Absence, above, or as may otherwise be required by law. Additionally, the employee may be eligible for a Parental Bonding Leave to bond with a newly born

child in accordance with Section D.5, above. When parental bonding leave is granted under Section D.5, the total FML for Parental Bonding Leave and Pregnancy Disability Leave, when taken in conjunction, shall not exceed seven months in the leave year.

If an employee on approved Pregnancy Disability Leave is eligible for Family and Medical Leave (FML) under the FMLA because ~~she~~ she/he/they satisfies ~~y~~ the eligibility requirements set forth in Section D.1.b, above, the first twelve (12) workweeks of ~~her~~ her/his/their Pregnancy Disability Leave shall run concurrently under the FMLA and California's PDLL. However, such leave shall not be counted against the employee's entitlement to FML under CFRA. Upon termination of a Pregnancy Disability Leave that runs concurrently under the FMLA and PDLL, an eligible employee shall also be entitled to up to twelve (12) workweeks of FML for any CFRA-covered reason, provided the employee has not exhausted ~~her~~ her/his/their CFRA leave entitlement for that leave year.

## 2. Intermittent and Reduced Schedule Leave

- a. When medically advisable and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced schedule shall be counted towards the employee's entitlement of up to four (4) months of Pregnancy Disability Leave per pregnancy.
- b. When the employee's health care provider states that it is medically advisable to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole, non-grievable discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications for the alternative position. Any alternative position shall have the equivalent rate of pay and benefits and shall better accommodate the employee's leave requirements than ~~her~~ her/his/their regular position, but does not need to have equivalent duties. Only the time actually spent on the intermittent or reduced schedule shall be counted towards the employee's entitlement of up to four (4) months of Pregnancy Disability Leave. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to ~~her~~ her/his/their same position or a comparable position in accordance with Section E.7 below.

## 3. Transfer and Reasonable Accommodation

- a. As an alternative to, or in addition to Pregnancy Disability Leave, the University shall temporarily transfer a pregnant employee to a less strenuous or

hazardous position upon the request of the employee when ~~such transfer is medically advisable according to the employee's health care provider~~ **consistent with applicable law**, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave **per pregnancy**, unless the employee is also on a reduced work schedule or an intermittent leave schedule. When ~~the employee's health care provider certifies that the transfer is no longer medically advisable~~ **needed**, the University shall return the employee to ~~her~~ **her/his/their** same position or a comparable position in accordance with Section E.7, below.

- b. **Consistent with applicable law, the University provides reasonable accommodation related to pregnancy, childbirth, or related medical conditions.** If the employee ~~health care provider certifies that~~ **requests** reasonable accommodations **related to pregnancy, childbirth, or a related medical condition** ~~other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable~~, the University shall engage in the interactive process to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

#### 4. Certification

- a. When the employee requests a Pregnancy Disability Leave, the University may require that the employee provide a certification from her health care provider that contains the following: (1) a statement that the employee needs to take Pregnancy Disability Leave because ~~she~~ **she/he/they is/are** disabled by pregnancy, childbirth, or related medical condition, and (2) the date on which the employee became disabled because of pregnancy and the estimated duration of the need for leave.
- b. When the employee requests a transfer or reasonable accommodation due to pregnancy, **childbirth, or a related medical condition** ~~disability~~, the University may, **consistent with applicable law**, require that the employee provide **documentation** ~~a certification from her~~ **a** health care provider ~~that contains~~ **supporting the need** the following: (1) a description of ~~for~~ the requested **reasonable** accommodation or transfer (2) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the need for the reasonable accommodation or transfer. Failure to provide such certification may result in delay of the reasonable accommodation or transfer until the certification is provided.
- c. **When the University requires** ~~Failure to provide certification for leave,~~

reasonable accommodation, or transfer, ~~and~~ an employee's failure to provide it within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave, reasonable accommodation, or transfer until the required certification is provided.

- d. The University may, at its sole non-grievable discretion, require that an employee provide a medical release from ~~her~~ her/his/their health care provider if ~~she~~ she/he/they will be returning to work immediately following Pregnancy Disability Leave.

5. Use of Accrued Leave during Pregnancy Disability Leave

Pregnancy Disability Leave may consist of leave without pay; however, an employee shall be required to use ~~accrued~~ any available sick leave in accordance with the University's Disability Plan. If ~~accrued~~ sick leave is exhausted, an eligible employee may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation prior to taking Pregnancy Disability Leave without pay. ~~If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking Pregnancy Disability Leave without pay.~~

6. Continuation of Health Benefits During Pregnancy Disability Leave

Consistent with Section D.1.~~g~~k.4, an employee on Pregnancy Disability Leave ~~she~~ shall be entitled to continue participation in health plan coverages (medical, dental, and ~~optical~~ vision) as if on pay status for the period of ~~her~~ her/his/their disability up to four months.

7. Return to Work After Pregnancy Disability Leave

An employee who has been granted a Pregnancy Disability Leave or has been temporarily transferred due to pregnancy disability shall be returned to the same job provided the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided ~~such return~~ that the aggregate duration of all leaves granted for a given pregnancy does not exceed ~~is within~~ four months ~~of the date on which the Pregnancy Disability Leave commenced~~. If the same job is ~~not available~~ has been abolished or affected by layoff, a comparable job will be offered if the employee would have been entitled to the comparable job if ~~she~~ she/he/they had been continuously working rather than on leave. If a comparable position is not available on the employee's scheduled date of return but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the employee of the position(s). If the employee is reinstated within that sixty-day (60-day) period, the period between the employee's originally scheduled date of reinstatement and ~~her~~ her/his/their actual date of reinstatement shall not be counted for purposes of any employee pay or benefits. An ~~female~~ employee who is also

granted Parental **Bonding** Leave under Section D Family and Medical Leave (FML) shall be returned to work in accordance with Section D.1.**m** i of this Article. An employee who was granted a medical leave of absence in accordance with Section C – Medical Leaves of Absence following Pregnancy Disability Leave shall be returned to work in accordance with Section C.6.

**E. F. REPRODUCTIVE LOSS LEAVE**

1. *An eligible employee may take up to five (5) days of Reproductive Loss Leave following a reproductive loss by the employee, by the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent of a child had the reproductive loss not occurred.*
  - a. *"Reproductive loss" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.*
  - b. *To be eligible for Reproductive Loss Leave, an employee must have been employed by the University for at least 30 calendar days prior to the commencement of the leave.*
2. *An employee must complete the Reproductive Loss Leave within three months of the reproductive loss, but if the employee is taking leave (under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), California's Pregnancy Disability Leave Law (PDLL), or any other leave entitlement under state or federal law) prior to or immediately following the reproductive loss, then the employee must complete the Reproductive Loss Leave within three months of the end date of the other leave.*
3. *If an eligible employee experiences more than one reproductive loss, the employee may take up to a total of 20 days of Reproductive Loss Leave within a 12-month period (up to five days for each reproductive loss). Reproductive Loss Leave may be taken on consecutive or nonconsecutive days.*
4. *Reproductive Loss Leave is unpaid, but employees may elect to substitute available vacation, sick leave, and/or compensatory time off for leave without pay.*
5. *The University will maintain the confidentiality of any employee requesting Reproductive Loss Leave and will not disclose such information except to internal personnel or counsel, as necessary, or as required by law.*

**F. G. BEREAVEMENT LEAVE**

*Bereavement Leave may be used as follows:*

1. *An employee may take up to a total of five (5) days of Bereavement Leave per*

occurrence in the event of the death of the employee's parent, spouse, domestic partner, child, sibling, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Employees may take Bereavement Leave for these family members unpaid or may elect to use any available sick leave, vacation, and/or compensatory time off during this leave. For Bereavement Leave purposes, "parent," "spouse," "domestic partner," "child," "sibling," "grandparent," "grandchild," and "parent-in-law" are defined as in Section D.1.a of this Article.

2. In the event of the death of a person for whom the employee has a personal obligation who is residing in the employee's household and who is not a family member specified in Section G.1 above, the employee may take up to a total of five (5) days of available sick leave per occurrence as Bereavement Leave.
3. In the event of the death of a person for whom the employee has a personal obligation other than someone in Sections G.1 or G.2 above, the employee shall be permitted to use up to a total of five days of available sick leave per calendar year as Bereavement Leave for funeral attendance/bereavement.

Bereavement Leave may be taken on consecutive or nonconsecutive days.

#### **F.H. JURY DUTY/GRAND JURY DUTY**

Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for actual time spent on required jury service and required grand jury service and in related travel, not to exceed the number of hours in the employee's normal workday and the employee's normal workweek. Upon request, the University will endeavor to accommodate an employee's summons to jury duty with a change in shift assignment.

#### **G.I. VOTING**

An employee shall be granted leave with pay, up to a maximum of two (2) hours, for voting in a statewide primary or general election if the employee is scheduled to work eight (8) hours or more on that day and does not have time to vote outside of working hours.

#### **G.J. BLOOD DONATIONS**

An employee may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.

#### **I.K. ADMINISTRATIVE OR LEGAL PROCEEDINGS**

1. When an employee is attending administrative or legal proceedings on behalf of the University or is subpoenaed by the University to appear as a witness on its behalf in an administrative or legal proceeding, leave without loss of straight-time

pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and workweek.

2. Leave with pay shall not be granted when an employee is the plaintiff or defendant in a proceeding, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.
3. When served with a subpoena which compels the employee's appearance as a witness, in the prosecution of a person for an offense which the employee, by virtue of being on University premises during scheduled work hours, witnessed, the employee shall be granted leave without loss of straight-time pay for actual time spent in the proceedings and in related travel time not to exceed the employee's normal work day and workweek.
4. The granting of leave without loss of straight-time pay status for other employment- related situations where an employee has been subpoenaed shall be at the sole non- grievable, non-arbitrable discretion of the University.

#### **J.L. EMERGENCIES**

In the event of natural or man-made emergencies, an employee may be granted leave with straight-time pay during regularly scheduled hours of work for the period of time authorized by the University. The granting of such leave and the period of time shall be at the sole, non-grievable discretion of the University.

#### **K.M. UNIVERSITY FUNCTIONS**

At the sole, non-grievable discretion of the University and on a campus/Laboratory basis and within a campus/Laboratory basis, an employee may be granted leave during regularly-scheduled hours of work to attend Commencement exercises, Charter Day exercises and other University meetings or functions as designated by the University. Such leave, when granted, shall be without loss of straight-time pay.

#### **L.N. MILITARY LEAVE**

1. Temporary Military Leave

Temporary military leave for active-duty and/or inactive training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty and/or inactive training

for a period not to exceed 180 calendar days, including time spent traveling to and from such duty.

a. Eligibility For Pay

An employee granted temporary military leave is entitled to receive regular University pay for the first 30 calendar days, but not to exceed the actual period of active duty for training, provided:

- 1) The employee has at least 12 months of continuous University service immediately prior to granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
- 2) Such payment, in addition to University payment for reserve training, extended military leave and for military leave for physical examinations, does not exceed thirty (30) calendar days' pay in any one fiscal year.

b. Verification of Employee's Military Orders

Employees who report for weekend military duty and who received orders covering the entire year's schedule may be required to provide the full year schedule when issued.

c. Part-Time Employee

For purposes of Section ~~LN~~N.1.a, an eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.

d. Ineligible Employee

An employee not eligible for military leave pay under Section ~~LN~~N.1.a may have such absence charged to accrued vacation, accrued compensatory time off, or the military leave may be without pay.

e. Benefits

- 1) An employee on temporary military leave who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health

plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave ~~accruals~~ and holiday pay only in accordance with those articles of this Agreement.

- 2) If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits.

## 2. Reserve Training for Inactive Duty

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

## 3. Extended Military Leave

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

### a. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period generally not to exceed five years. In addition to the initial period of the leave and any extensions thereof in accordance with Section ~~L~~N, leave shall be granted for a period up to six months from the date of release from duty.

### b. Eligibility for Pay

An employee granted extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of leave provided:

- 1) The employee has at least twelve (12) months of continuous University service immediately prior to the leave (any prior full-time military service shall be included in calculating this University service requirement);
- 2) Such payment, in addition to University payment for temporary military leave and for military leave for physical examinations, does not exceed thirty (30) calendar days' pay in any one fiscal year.

c. Verification of Employee's Military Orders

The University may require verification of an employee's military orders for leaves of thirty (30) or more days.

d. Benefits

- 1) An employee granted extended military leave shall at the time the leave commences receive a lump-sum payment for earned salary, accrued vacation and accrued overtime or compensatory time. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed 180 days. At the end of the 180- day period, vacation credits retained on the records shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred during the 180 day period.
- 2) Sick leave credit shall be retained on the records.
- 3) Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.
- 4) An employee may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations.
- 5) An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit toward completion of a probationary period (See Section L. 10 of this Article). Vacation and sick leave ~~accruals~~ and holiday pay shall be granted only in accordance with those articles of this Agreement.

e. Probationary Employee

- 1) An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.
- 2) If the probationary employee served in active military service for a period of thirty (30) to one-hundred and eighty (180) days, ~~he/she~~ she/he/they shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
- 3) If the probationary employee served in active military service for a period in excess of one hundred eighty (180) days, ~~he/she~~ she/he/they shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

f. Reinstatement After Extended Military Leave

- 1) Following release from active duty, an employee granted extended military leave shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.
- 2) Upon reinstatement, an employee shall receive salary range adjustment applicable to the employee's position during the military leave.

4. Emergency National Guard Leave

Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in Section ~~E~~N.3.

a. Eligibility for Pay

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

b. Benefits

An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency is over. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave ~~accruals~~ available and holiday pay only in accordance with those articles of this Agreement.

c. Reinstatement

- 1) Following release from active duty, an employee granted leave for

emergency National Guard duty shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.

- 2) Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position granted during military leave.

#### 5. Physical Examinations Related to Military Leave

- a. Military leave with pay shall be granted to an employee in accordance with Sections ~~E~~N.1.a.2 and ~~E~~N.3.b.2, regardless of length of service, when the employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency. The University may require verification of an employee's military orders to report for a physical examination.
- b. The University may grant leave without pay for further physical examinations required for military service or the employee may charge such time off to ~~accrued~~ available sick leave, accrued vacation or accrued compensatory time off.

### ~~M.O.~~ DEFENSE WORK

Military leave without pay may be granted to an employee who is called or volunteers to serve in scientific research and development under the auspices of the federal government during a war or comparable period of national emergency. An employee granted such leave shall be eligible for the benefits set forth in Sections ~~E~~N.1.e of this Article and shall have the right to return to University service within six (6) months following termination of such defense work or the cessation of the war or period of national emergency, whichever occurs first. However, such an employee shall not be eligible for 30 calendar days' pay for military leave.

### ~~N.P.~~ MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

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

#### 1. Definitions for Military Spouse/Domestic Partner Leave

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

## 2. Eligibility

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

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

## 3. Use of Accrued Paid Leave

This leave is unpaid leave, except that an employee may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time prior to taking this leave without pay.

**University of California  
SX Unit**

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**ARTICLE 23  
NONDISCRIMINATION IN EMPLOYMENT**

**A. GENERAL PROVISIONS**

1. As required by law and University regulations, the University will not discriminate against employees in the Unit on the basis of race, color, religion, marital status, national **or ethnic** origin, ancestry, sex (including gender, pregnancy, medical conditions related to pregnancy **or** ~~and~~ childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, gender transition, physical or mental disability (**including having a history of a disability or being regarded as disabled**), medical condition, **predisposing genetic information (including family medical history)**, HIV status, services in the uniformed services, age, citizenship, or Union activity. For the purposes of this Article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, or health impairments related to genetic characteristics.
2. Neither the University nor AFSCME shall discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation.

**B. IMMIGRATION RIGHTS AND RESPONSIBILITIES**

For a detailed description of Immigration Rights and Responsibilities, refer to Appendix D Side Letter.

**C. GRIEVABILITY/ARBITRABILITY**

1. If the Union appeals to arbitration a grievance that alleges a violation of this Article but does not allege violation of another Article that is arbitrable, the Union's notice must include an Acknowledgement and Waiver Form signed by the affected employee. The Acknowledgement and Waiver Form will reflect that the employee has elected to pursue arbitration as the exclusive forum for the claim and that the employee 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. The timeline to appeal to arbitration set forth in Article 10, Grievance Procedure, will be extended by 30 days for such grievances to enable the employee to make an informed choice.

**D. SEXUAL VIOLENCE/SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE**

1. Grievances that allege sexual harassment

- a. With regard to alleged violations of this Article involving an allegation of sexual harassment, the University and AFSCME agree that the campus sexual harassment resolution procedure shall be a substitute in lieu of Step 1 and the grievance shall automatically be placed in abeyance pending the outcome of the Title IX Office, unless otherwise mutually agreed to by the University and AFSCME.
- b. Grievances that allege violations involving sexual harassment and/or sexual violence that were the subject of an investigation by the University cannot be moved to the arbitration level until sixty (60) calendar days after the finalization of the Title IX report.
- c. ***Any bargaining unit member who is a Complainant, a Respondent, or a witness may have a Union representative present as an advisor or support person at every stage of the University's Title IX procedure. The Title IX Office will advise employees of their right to have a Union Representative present as an advisor or support person prior to participation in any Title IX process.*** Evidence ~~no matter how~~ categorized, relied upon ~~or included into~~ in the Title IX report can be introduced at the arbitration hearing when a grievance alleges violations of sexual harassment and/or sexual violence whether the allegation is exclusively a violation of this article or in conjunction with other articles of the Agreement.

**E. LACTATION SUPPORT**

1. Employees shall have access to either existing space or the University shall provide temporary space within a reasonable proximity to ensure employees may express and store breast milk in a space not open to the public.
2. Employees must request such access at the department level at least forty-eight (48) hours prior to needing the access.
3. The University will allow adequate time for an employee to express breast milk.

**F. ALL GENDER RESTROOMS**

1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.
2. Upon request, the University will provide the employee with the locations of the all-gender restrooms nearest to the employee's assigned work assignment.

University of California  
SX Unit

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ARTICLE 38  
SICK LEAVE

A. SICK LEAVE CREDIT

1. Sick Leave Eligibility

For sick leave purposes, an “eligible employee” is an employee in a Career, Limited, Partial-Year, or Per Diem appointment, but it does not include employees who return to University employment in a position that is not eligible for the University of California Retirement Plan (UCRP) after electing retirement from UCRP and/or electing retiree health benefits (“rehired retirees”). Rehired retirees are not eligible for sick leave or reinstatement of any previous sick leave balance. The University provides sick leave to eligible employees as outlined in this Article.

2. Sick Leave Credit for Eligible Employees with a Career, Limited, or Partial-Year Appointment

a. An eligible employee with a Career, Limited, or Partial-Year appointment shall accrue sick leave at the rate of .046154 hours per hour while on pay status. The number of sick leave hours which may be accrued is unlimited.

~~1. An employee on pay status for at least one half of the working hours in a month or quadri-weekly cycle (i.e., two consecutive bi-weekly pay periods) is eligible to accrue sick leave credit for that period. An employee shall accrue leave at the rate of .046154 hours per hour on pay status. The number of sick leave hours which may be accrued is unlimited.~~

~~2. Time on pay status in excess of a full-time work schedule (on-call, call-back, premium pay, and overtime hours) shall not be included as pay status hours when computing the amount of sick leave accrued.~~

~~3.~~ b. Accrued sick leave shall be credited *and available for use* on the next working day following each month or quadriweekly cycle in which it is earned ~~the accrual period,~~ except that eligible separating employees earn proportionate sick leave credit through their last day on pay status. For the purposes of this Agreement, a quadriweekly cycle is defined as two bi-weekly pay periods designated by the University to be considered as one unit for the purpose of leave accrual.

### 3. Sick Leave Credit for Eligible Employees with Per Diem Appointments

Eligible employees with Per Diem appointments receive eight hours of sick leave per calendar year and do not accrue sick leave. This sick leave will be credited and available for use on the next working day following the employee's first monthly or quadriweekly pay cycle. A new allotment of eight hours of sick leave is subsequently provided each January 1 thereafter. Eligible employees with Per Diem appointments will carry over any unused sick leave from one year to the next except that the maximum amount of sick leave that an eligible employee with a Per Diem appointment can have at any time is 16 hours. Eligible employees with Per Diem appointments may use up to a maximum of 16 hours of sick leave in a calendar year.

## **B. SICK LEAVE CREDIT USE**

### 1. Personal Illness, ~~or~~ Disability, or Preventive Care

An eligible employee may use available accrued sick leave (1) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or (2) for the employee's personal illness, personal disability (including pregnancy disability), or medical appointments. For use of available sick leave when an employee is taking Family and Medical Leave for their own serious health condition or as Pregnancy Disability Leave, refer to Article 17 – Leaves of Absence, Sections D.1.f and E.5 ; or (2) if the employee has contracted or incurred and is suffering from any non-work related illness or disability, which renders them unable to perform the duties of their position.

### 2. Family Illness or Disability, or Preventative Care

a. An eligible employee may use up to thirty (30) days of available sick leave per year accrued sick leave for any of the following reasons:

- i. For the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member. For sick leave purposes, "Family member" is defined as an employee's child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling; or a designated person, meaning a person identified by the employee at the time the employee requests paid sick days. Regardless of age or dependency status, "child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in place of a parent (in loco parentis). "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or domestic partner, or a person who stood in place of a parent (in loco parentis) when the employee was a minor child.

**“Designated person” is a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per calendar year for sick leave purposes.**

Up to thirty (30) days of available Accumulated sick leave per year may also be used when the employee is required to be in attendance or to provide care because of any of the following

**ii. During a Family and Medical Leave to care for a family member with**

~~The employee's spouse, same or opposite sex domestic partner, parent or child has a “serious health condition” as defined in Article 16 – Leaves of Absence, Section D.1.j. or to care for a family member who is a covered servicemember undergoing medical treatment, recuperation, or therapy for or a “serious injury or illness” as defined by and discussed in Section Article 17- Leaves of Absence Section D.5.a.3.~~ Use of sick leave granted under this provision may be charged against the employee’s Family and Medical Leave will run concurrently with sick leave taken for a purpose that meets the criteria for a family and medical leave under entitlement pursuant to Article 167 – Leaves of Absence, Section D.3.d.1 or used as accrued sick leave, at the employee’s election;

- 3. When the employee is required to be in attendance or provide care because of a serious illness, disability, or injury of t**~~The employee's spouse, same or opposite sex domestic partner, parent, parent-in-law, or child, grandparent, grandchild, sibling, son-in-law, daughter-in-law, or any other person related to the employee who is residing in the employee’s household when the leave does not qualify for a Family and Medical Leave under~~ has an illness or disability that does not constitute a “serious health condition” as defined in Article 167 – Leaves of Absence, Section D.1.j. or a “serious injury or illness” as defined in Article 16 – Leaves of Absence, Section D.5.a.3, **and/or the employee is not eligible for Family and Medical Leave under Article 17 – Leaves of Absence, Section D** or; ~~The employee’s grandparent, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, sibling, or any other person for whom the employee has a personal obligation who is residing in the employee's household suffers illness or disability.~~

- 4.** ~~The employee is bonding with a new child.~~

**3. Victims of Domestic Violence, Sexual Assault or Stalking**

**An eligible employee who** may use accrued sick leave if the employee **is a victim of domestic violence, sexual assault, or stalking,** the purposes described in subdivision (c) of Labor Code Section 230 and subdivision (a) of Labor Code Section 230.1 **may use available sick leave to (1) obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child; (2) seek medical attention for injuries caused by crime or abuse; (3) obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as**

a result of the crime or abuse; (4) obtain psychological counseling or mental health services related to an experience of crime or abuse; or (5) participate in safety planning or take other actions to increase safety from future crime or abuse, including temporary or permanent relocation. The University will maintain the confidentiality of health information or information related to domestic violence or sexual assault regarding an employee or employee's family member and will not disclose such information except as required by law.

4. Other Uses

Eligible employees may also use available sick leave as permitted in Article 17 – Leaves of Absence.

5. Other Issues

a. Family and Medical Leave will run concurrently with sick leave taken for a purpose that meets the criteria for a family and medical leave under Article 17 – Leaves of Absence.

~~1. Sick leave is to be used for personal illness, personal disability or medical appointments; and, as provided below, for the serious illness of an employee's parent, spouse, domestic partner, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or of any other person related to the employee who is residing in the employee's household or for bereavement. No Service Unit employee shall be disciplined for reasonable use of sick leave.~~

b. Sick leave shall not be used prior to the time it is credited. Sick leave shall not be used in excess of the employee's normally-scheduled hours of work for the day or days for which sick leave is claimed. Sick leave shall not be used beyond a predetermined date of separation, including retirement or layoff, or the beginning of a leave of absence without pay. However, an employee on pregnancy disability may use sick leave for the time period beginning with the date on which she is physically unable to perform the normal duties of her job or the date of delivery, whichever is earlier, and continuing through the date of release certified by her doctor.

c. Eligible employees who accrue sick leave may only use that accrued sick leave in a position that accrues sick leave. Eligible employees who receive sick leave in a Per Diem appointment may only use that sick leave in a Per Diem appointment.

d. If, while on vacation, an employee becomes ill, **or disabled** and is under the care of a physician and submits a physician's statement, the employee may use **available** accrued sick leave for that personal illness, or **disability but may be required to provide satisfactory verification of the illness.** Sick leave may not be used for illness of a family member during the employee's vacation.

Up to 30 days of accrued sick leave per year may be used when the employee is required

~~to be in attendance or to provide care because of serious illness of the employee's parent, spouse, domestic partner, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or any other person related to the employee who is residing in the employee's household.~~

## ~~5.2. Bereavement Leave~~

~~Up to five (5) days of bereavement leave per occurrence~~ Sick leave for bereavement purposes may be used as follows:

- ~~a. Up to five days of accumulated sick leave per occurrence may be used~~  
~~When attendance is required due to the death of the employee's parent, spouse, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household.~~
- ~~b. In the event an employee has a personal obligation for a person other than someone in §B.5.a. above, the employee shall be permitted to use up to five days of bereavement leave accrued sick leave per calendar year for funeral attendance/bereavement.~~

## C. SICK LEAVE PAY

~~Sick leave is paid at the employee's straight time rate of pay including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on sick leave.~~

**Sick leave is paid at the employee's regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.**

## D. SICK LEAVE NOTIFICATION AND VERIFICATION

- 1. Accrued paid Sick leave** shall be provided upon the **may be requested orally or in writing** written request of an employee. ~~No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee. Subsequent to a notice of illness/disability and the return to work by an employee, no time for which the employee has requested/received sick leave authorization shall be charged to accrued/anticipated compensatory time, leave with pay, vacation, or holiday time in lieu of sick leave time.~~

**2. Before using sick leave, an eligible employee may be required to:**

- a. Provide reasonable advance notice if the need for sick leave is foreseeable (e.g., a planned medical treatment) or provide notice as soon as practicable if the need for sick leave is unforeseeable;**
- b. Indicate when providing notice whether the employee is designating the sick leave as protected; and**
- c. Submit documentation supporting the need for sick leave when appropriate.**

**2.3.** ~~When justified~~ **appropriate** by evidence that an employee is not using sick leave for a valid purpose as provided for in this article or in the law, the employee's attendance or other circumstances, an employee may be required to submit **to the University** satisfactory documentation **supporting the employee's need for sick leave because of** personal illness, family illness, or disability to the University in order to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he/she will be required to provide such documentation.

**3.4.** Employees who have unscheduled absences due to illness on a **scheduled work day preceding, on, or following a holiday** may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.

**4.5.** When medical documentation is required by the University, for a personal illness/disability it shall be from a health practitioner licensed by the state in which he/she practices to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program. When an employee has been recommended for relief from duty by a medical practitioner acting on behalf of the University, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the University's practitioner.

**5.6.** The University may have an employee claiming **personal illness**/disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a physician of its choosing on the employee's work time.

**7.** ~~Any employee who anticipates a series of three or more medical appointments which will require a repeated use of sick leave shall inform his/her immediate supervisor of the anticipated schedule of treatment.~~

**8.** Except as protected under applicable State or Federal law, **or as specified in Section E.4 below**, an employee's repeated use of sick time may result in loss of sick leave pay, when the University has ~~provided evidence that the sick leave use has not been for a valid purpose~~ determined that such use is abusive, and provided the University

has provided prior written notice to the employee that sick leave will be denied on future instances of illness irrespective of the nature or duration of illness.

**E**      **PROTECTED SICK LEAVE**

1. *If an eligible employee with a Per Diem appointment uses sick leave in connection with that appointment for any of the purposes specified in Section E.3 below and complies with applicable notice requirements, that leave is automatically protected sick leave. An employee with any other eligible appointment may designate up to six days per calendar year of sick leave as protected sick leave if the employee uses the days for any of the purposes specified in Section E.3 below and complies with applicable notice requirements.*
2. *Protected sick leave includes and runs concurrently with kin care, which is not a separate leave entitlement.*
3. *Eligible employees may use protected sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for those reasons specified in Section 3. or an employee who is a victim of domestic violence, sexual assault, or stalking. The definition of "family member" in Section 2.a.i provides additional information about these relationships.*
4. *The University prohibits any form of discrimination or retaliation against an employee for using or attempting to use protected sick leave; for making a complaint or alleging a violation of the protected sick leave provisions in this Article; for cooperating in an investigation regarding the same; or for opposing any policy, practice, or act that is prohibited by the protected sick leave provisions of this Article.*

**F.**      **TRANSFER AND REINSTATEMENT OF SICK LEAVE**

1.      **Transfer Without a Break in Service**

*Any unused accrued sick leave will remain available when an eligible employee is transferred, promoted, or demoted without a break in service from a position in which sick leave accrues shall have any accumulated sick leave transferred if the employee is moving to another position where in which sick leave is accumulated accrues. If an eligible employee is transferred, promoted, or demoted from a position in which sick leave accrues to a position in which does not accumulate sick leave does not accrue, such as to a Per Diem appointment, any unused accrued sick leave will no longer be available but shall have his/her accumulated sick leave will be held in abeyance so that the previously accrued sick leave shall be restored if.* If the employee subsequently moves without a break in service to a position within the University in which does accumulate sick leave accrues or for conversion to University of California Retirement Plan (UCRP) service credit if the employee retires, in accordance with UCRP provisions the previously accumulated sick leave shall be restored. *Any unused available sick leave will*

remain available when an eligible employee transfers between Per Diem positions. If an eligible employee is transferred, promoted, or demoted from a Per Diem position to a position in which sick leave accrues, the sick leave from the Per Diem position will no longer be available but will be held in abeyance so that the sick leave may be restored if the employee subsequently moves without a break in service to a Per Diem position or for conversion to UCRP service credit if the employee retires, in accordance with UCRP provisions. An eligible employee who has been laid off and is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all unused sick leave ~~accumulated~~ from prior service reinstated.

2. **Reinstatement Upon Reemployment**

An employee who separates from ~~reemployed from~~ the University service or the State of California service and is rehired within 12 months from the date of separation into a position in the bargaining unit that is eligible for sick leave after a break in service of less than 15 calendar days shall have all unused sick leave ~~accumulated from~~ the employee's prior service reinstated ~~if the new position is one which accumulates sick leave~~ and available for use unless the sick leave balance was previously converted to UCRP service credit upon retirement. If separation is for more than 12 months, any unused sick leave will not be reinstated. If an employee is employed or reemployed in this bargaining unit after a break in service of more than 15 calendar days but less than six months, sick leave ~~accumulated from prior service up to a maximum of 80 hours shall be reinstated.~~ For purposes of this Section ~~E~~F.2. only, "sick leave accumulated from prior service" includes sick leave accumulated service in with the State of California will be treated as University service.

3. **Transfer to Position Not Covered by this Agreement.**

An employee who is transferred, promoted, or demoted into a position not covered by this Agreement shall have the ~~accrual~~ eligibility, use, and transfer of sick leave governed by the policies and/or contract covering employees in that unit or personnel program. ~~This Article shall apply to employees with split appointments only if the majority of their time is in the bargaining unit covered by this Agreement. In determining the majority of time, time spent in student appointments shall be disregarded.~~

**G. ATTENDANCE STANDARDS**

1. **The University shall have the discretionary, non-grievable authority to establish, on a work location by work location basis, hourly, daily, weekly, monthly and/or annual attendance standards in line with this Article.**
2. ~~The University shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days or attempting to exercise the right to use accrued sick days. The University shall not charge an attendance "point" or "occurrence," or otherwise issue~~

~~any adverse personnel action for an employee's use of a paid sick day.~~

**2. At least thirty (30) calendar days prior to the implementation of new or changed attendance standards, the University shall inform AFSCME.**

**H. CONVERSION OF SICK LEAVE ON RETIREMENT**

**An employee who retires within four months of separating from University employment and elects monthly retirement income will** Upon retirement members of the University of California Retirement System shall have their accrued **any unused** sick leave converted to **University of California Retirement Plan (UCRP)** retirement service credit at the rate authorized by the University of California Retirement System for each day of unused accrued sick leave under **the terms and conditions of the UCRP. Unused sick leave is not converted to service credit in a lump sum cashout of retirement benefits.**

**University of California  
SX Unit**

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**ARTICLE 44  
WAGES**

**A. GENERAL PROVISIONS**

**1. ELIGIBILITY AND EFFECTIVE DATES**

- a. To be eligible for any of the wage increases described below, employees must be on pay status or on approved leave, in the SX Bargaining Unit on the effective date of the increase and the date of payout.
- b. For bi-weekly paid employees, increases are effective the first full bi-weekly pay period on or after the effective date of the increase.
- c. Implementation is subject to UC Path blackout periods. All delays in implementation of any increase due to blackout periods shall be adjusted at the percentage negotiated and payable at a non-based building retirement eligible lump sum.
- d. Nothing in this agreement prevents the locations from providing additional increases to an employee as deemed appropriate by the locations.
- e. The ~~p~~Parties agree that there shall be no step increases provided after contract expiration other than those expressly agreed to in the Agreement. Provision of a step increase during the contract term shall not constitute the status quo.
- f. **LBNL step and across the board increases shall be effective in the first full pay period in October and are subject to Department of Energy funding and notification***

**2. ORDER OF INCREASES**

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

- a. salary range adjustment;
- b. individual equity adjustment;
- c. wage rate actions resulting from promotion, reclassification, transfer, or demotion. In the event an individual's wage rate

remains below the new range minimum after the implementation of all base building increases, their wage rate will be increased to the new range minimum.

### 3. TITLE CODE SYSTEM LOOKUP (TCS)

Appendix A: Wage Rates – The applicable wage rates are reflected on the Corporate Title Code System Lookup (TCS) at: <https://tcs.ucop.edu/tcs/jsp/homePage.htm>. In the event this web page expires and is replaced by a new title code system and corresponding web page, the University will provide thirty (30) calendar days' notice to union advising where such title code and wage range information can be found online.

The parties recognize that the actual wage rates paid to employees may slightly vary from those reflected in Appendix A due to rounding.

Following receipt of written notification from AFSCME of its ratification and acceptance of the entire Agreement with the University of California, the University will provide compensation as set forth below:

#### ~~B. RATIFICATION INCREASES~~

- ~~1. Effective with the first full bi-weekly pay period no more than one hundred and twenty (120) calendar days, non-probationary career employees shall receive a non-base building \$2,500 lump sum payment. The lump sum shall be prorated for career employees by hours on pay status in calendar year 2019. Such a payment shall be considered retirement eligible earnings. Eligible employees must be in the bargaining unit on the date of ratification and the date of payout. Effective with the first full bi-weekly pay period no more than one hundred and twenty (120) calendar days, limited or per diem employees who have worked 400 or more hours in calendar year 2019 shall receive a \$500.00 flat lump sum payment. Eligible employees must be in the bargaining unit on the date of ratification and the date of payout.~~
- ~~2. Limited or per diem employees who converted to career status in 2019 shall receive the prorated \$2500 lump sum payment only, consistent with the language above.~~
- ~~3. Effective with the first full bi-weekly pay period on or following twelve (12) months from the first lump sum payment, non-probationary career employees shall receive a non-base building \$1,500 lump sum payment. The lump sum shall be prorated by hours on pay status in calendar year 2020 for career employees. Such a payment shall be considered retirement eligible earnings. Eligible employees must be in the bargaining unit on the date of ratification and the date of payout.~~

#### ~~B.C. WAGE INCREASES~~

- ~~1. FISCAL YEAR 2019-2020~~

a. ~~Post-Ratification Range Adjustment~~

~~Effective the first full bi-weekly pay period occurring at least sixty (60) calendar days from the date the University receives AFSCME's written notice of contract ratification, the University will adjust the existing salary ranges by three percent (3%) and pay employees in accordance with Section A. above.~~

b. ~~Post-Ratification Step Increases~~

~~Effective the first full bi-weekly pay period occurring no more than ninety (90) calendar days from the date the University receives written notification of ratification, the University shall provide a one-step increase to employees who are step-eligible on the date of ratification and the date of the payout.~~

a. ~~FISCAL YEAR 2020—2021~~

~~— a. — Effective the first full bi-weekly pay period on or after July 1, 2020, employees who are within range will receive a one (1) step increase in accordance with Section A above.~~

b. ~~Minimum Wage or Range Adjustments — October April 2020 2025~~

~~Effective the first full bi-weekly pay period on or after October 1, 2020 the University will adjust the existing ranges by three percent (3%) and pay employees in accordance with Section A above.~~

i. ~~— All employees covered under this agreement will, effective the first full bi-weekly pay period on or after April 1, 2025, be paid a minimum of \$24/hr.~~

ii. ~~— All employees covered under this agreement will, effective the first full bi-weekly pay period on or after April 1, 2025, receive a minimum wage of \$24/hr., or a five percent (5%) increase to their base hourly rate, whichever is greater.~~

FISCAL YEAR 2025-2026 ~~2021—2022~~

a. ~~— Step Increase — July 2021~~

~~Effective the first full bi-weekly pay period on or after July 1, 2021, eligible employees who are within range will receive a one (1) step increase in accordance with Section A above.~~

a. Minimum Wage or Range Adjustments ~~— October July 2025~~ 2021

~~Effective the first full bi-weekly pay period on or after April 1, 2022, the University will adjust the existing ranges by three percent (3%) and pay employees in accordance with Section A above.~~

i. All employees covered under this agreement will, effective the first full bi-weekly pay period on or after July 1, 2025, be paid a

minimum of \$25/hr.

- ii. All employees covered under this agreement will, effective the first full bi-weekly pay period on or after July 1, 2025, receive a minimum wage of \$25/hr., or a five percent (5%) increase to their base hourly rate, whichever is greater.

#### **D. LONGEVITY LUMP SUM PAYMENTS**

- ~~1. Effective with the first full bi-weekly pay period on or following July 1, 2020, 2025, all career employees with twenty (20) years of bargaining unit service, as defined in Article 35 Section A, shall receive a one-time longevity \$1,000.00 lump sum payment. Such a payment shall be considered retirement eligible earnings. Employees must have achieved at least 20 years of service as of July 1, 2025 2020 and be in the bargaining unit on the date of payout.~~
- ~~2. For each year of the Agreement, on July 1 (2025, 2026, 2027, 2028, 2029) ( 2021, 2022, 2023, 2024), employees who reach twenty (20) years of service, as defined in Article 35 Section A, shall be eligible for a one-time longevity \$1,000 lump sum payment, as consistent with C. 1. above.~~

#### **C. E. OTHER INCREASES**

1. The University may increase, during the term of this agreement, individual wage rates, or ranges for selected classes at selected locations. The University may also increase, for selected classes at selected locations, during the term of the agreement, shift differentials, on-call rates and/or extend the coverage of such rates. Likewise, nothing shall preclude the University from providing equity adjustments in addition to those provided in Section F. below.
2. At least thirty (30) calendar days prior to implementing the increases referenced in Section D .1., above, the University shall provide notice to AFSCME.

#### **D. F. PAY EQUITIES**

1. The University of California supports reasonable pay rate equity resulting from the University's initially hiring new career employees at a rate of pay above the pay of current career employees in the same hiring unit in the same classification and who are assigned the same duties.

2. For the purposes of this Section, a hiring unit is equivalent to a layoff unit. When examining reasonable equity rate issues, the University and AFSCME shall consider the employees':
  - a. Years of experience performing the duties related to the position;
  - b. Years of experience in the same or equivalent classification;
  - c. Current employee's work history (reasonably objective work-related issues or concerns that have been documented);
  - d. Appointment type;
  - e. Overall skills, knowledge and ability that can be applied to the job;
  - f. Education (where applicable);
  - g. New employees' documented and objective eligibility for other salary adjustments (e.g., special differentials) or UC benefits;  
and
  - h. Actual duties assigned.
3. The University will use the criteria above when setting the wage rates of initial hires and the parties will use the above criteria when assessing claims of wage rate equity. All criteria must be met to invoke the University's obligation to increase wages to match the wage of a new hire with a higher pay rate.
4. An equity rate adjustment concern does not include pay rate actions/agreements for employees who are entering a hiring unit from other University facilities/units, preferential rehire, or rehire from rehabilitation or disability. For the purposes of this section, probationary employees are considered "new employees," unless their movement is done to avoid layoff.

#### **E.G. PAY RATE EQUITY ADJUSTMENTS PROCESS**

##### Grievability and Arbitrability

1. Only an affected employee or AFSCME on behalf of the affected employee can raise a pay equity grievance. Pay equity must be defined in accordance with the provisions in Section F., above. An affected employee may only raise a pay equity grievance pertaining to **his/her/their** current classification.
2. At all steps of the grievance and arbitration procedure, the remedy is limited to whether the University properly applied the criteria in Section F. The arbitrator shall have no authority to set individual wage rates that are less than 2% different from the wages of the comparator new employee.

#### **F.H. SHIFT DIFFERENTIAL RATE CHANGES**

1. Shift differential rates are found in Appendix A. It is the intent of the parties that employees who are assigned to the second or third shift will receive a shift differential, unless such a shift differential is built into their base wage rate.
2. On call employees who are called into work during the evening or night shift shall be paid the applicable shift differential allocated to the title for all hours the employee actually worked during the shift(s) provided he/she works four (4) or more hours in that shift.
3. ~~The University will modify Appendix A to reflect all shift differentials shall be no less than \$1.00 per hour by July 1<sup>st</sup> of the final year of the Agreement.~~
4. ~~Nothing precludes the University from increasing shift differentials more than \$1.00.~~
5. ~~This increase applies only to shifts, not to weekend differentials.~~

#### G.I. PERQUISITES

1. Meal and/or housing perquisites are provided to employees when they are required as a condition of employment and for the convenience of the University. The value, as determined by the University at its sole discretion, of meals and/or housing is included in determining the total compensation of an employee.
2. Not less than one meal at no charge will be provided to career employees who work in Dining, Nutrition or Food Service departments at a campus/medical center in connection with their scheduled shift and in accordance with local police

5502 Sr. Baker  
5503 Baker  
5505 Asst. Baker  
5522 Sr. Cook  
5523 Cook  
5524 Asst. Cook  
5445 Asst Food Service Manager  
5452 Lead Food Service Worker  
5650 Prin Food Service Worker  
5651 Sr. Food Service Worker  
5652 Food Service Worker  
5653 Asst. Food Service Worker

3. At locations providing a free or reduced-price meal program as of April 1, 2005, employees in Nutrition, Dining, Food Service or equivalent departments in the title codes who currently qualify for the program shall not be charged for their current allowance and shall not lose any meal perquisites in regard to entitlements to or regulations on meal or food allowances, cost limitations or additional charges as a result of implementation of this provision.
4. If an employee changes department or title the benefit accrued to the employee will be based upon the new department and/or title.
5. Changes to this benefit may be bargained locally.

~~LBNL — All steps and range adjustments, as described in Section B, shall apply to LBNL however, they shall be effective on October 1<sup>st</sup> of each year. This includes the July 1, 2024 step increase, which will be effective for LBNL on October 1, 2024. Across the board increases are subject to Department of Energy funding and notification.~~