

UNIVERSITY OF CALIFORNIA
AND
CALIFORNIA NURSES
ASSOCIATION AGREEMENT

REGISTERED NURSE UNIT

JULY 1, 2022 through JUNE 30, 2025

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ARTICLE 1 RECOGNITION

A. GENERAL CONDITIONS

1. The University hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining for all Nurses in the classifications listed below, excluding those classifications and/or Nurses designated as managerial, supervisory, or confidential as defined in the Higher Education Employer Employee Relations Act and all UC student Nurses whose employment is contingent upon their status as students.
2. The term "Nurse", "employee", or "employees" as used in this Agreement shall refer to Nurses mentioned above who are within the bargaining unit covered by this Agreement.

B. NEW CLASSIFICATIONS

1. When the University creates a new Registered Nurse classification and title, the University shall mail a notice to the Association of the bargaining unit assignment, if any, of such classification. The Association shall have thirty (30) calendar days after mailing of such notice to contest the University's assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit. Nurses shall not be assigned to the newly established classification until the bargaining unit assignment is either agreed to or resolved by PERB.
 - a. If the Association contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar day notice period, the University and the Association shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
 - b. If the Association does not contest the bargaining unit assignment of the newly created position within the thirty (30) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and Nurses shall be assigned to the newly created classification
2. If the new classification is in the bargaining unit in accordance with the provisions of §B.1., above, the University and the Association shall meet and confer regarding the salary range and ancillary pay practices for that new classification.

C. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

1. In the event the University believes that a Registered Nurse position should be reclassified or designated for exclusion with the result that the position would be removed from the unit, it shall notify the Association in writing.

2. If the Association disagrees with the University's proposed removal of positions from the bargaining unit, the University may submit the dispute to PERB for resolution. If the Association does not contest the reclassification or designation for exclusion within the thirty (30) calendar day notification period, the unit assignment of the position shall be deemed agreeable to the parties. Nurses shall not be reclassified or excluded from the bargaining unit until agreement is reached by the Association and the University or resolved by PERB.

D. CLASSIFICATIONS COVERED BY THIS AGREEMENT

The classifications covered by this Agreement are listed below.

Title Code	Title
600.1	Occupational Health Nurse I
600.2	Occupational Health Nurse II
742.1	Nurse
9110	Transplant Coordinator I
9111	Transplant Coordinator II
9119	Per Diem Nurse
9121	Per Diem Senior Nurse Anesthetist
9122	Per Diem Nurse Anesthetist
9123	Resource Per Diem Nurse
9134	Administrative Nurse I
9137	Clinical Nurse IV
9138	Clinical Nurse III
9139	Clinical Nurse II
9140	Clinical Nurse I
9141	Coordinator Nurse
9143	Senior Nurse Anesthetist
9144	Nurse Anesthetist
9146	Nurse Practitioner III
9147	Nurse Practitioner II
9148	Nurse Practitioner I
9160	Per Diem Nurse Practitioner
9114	Per Diem Home Health Nurse
9116	Home Health Nurse III
9117	Home Health Nurse II
9118	Home Health Nurse I

ARTICLE 2 BARGAINING UNIT CLASSIFICATIONS

A. CLASSIFICATION DESCRIPTIONS

A brief description of the titles and classifications in this unit is set forth below. It is understood by the parties that these descriptions are intended to be general and that specific descriptions and requirements for positions in these titles and classes are contained in the University's classification specifications:

1. **Clinical Nurse I (9140)** – Under close supervision, incumbents apply the theoretical concepts of nursing to clinical practice by performing routine patient care assignments and established nursing procedures in controlled patient care situations. This entry level class requires possession of a valid California Registered Nurse license.
2. **Clinical Nurse II (9139)** – Under general supervision, incumbents perform established nursing procedures using clinical knowledge to care for patients. This operational level class requires possession of a valid California Registered Nurse license and at least six (6) months of clinical experience.
3. **Clinical Nurse III (9138)** – Under general supervision, incumbents are typically assigned complex cases which require the exercise of professional judgment to recognize non-routine patient care situations which have less predictable outcomes and develop and apply solutions. Incumbent may provide clinical supervision and evaluation for other health care personnel. This lead/senior level class requires possession of a valid California Registered Nurse license, graduation from an accredited nursing program and a Diploma or Associate degree with two (2) years of clinical experience; or a Baccalaureate degree in Nursing with one (1) year of clinical experience; or a Masters degree in Nursing with six (6) months of clinical experience; or an equivalent combination of education and relevant experience.
4. **Clinical Nurse IV (9137)** – Under general direction, incumbents assess health needs, plan and evaluate care for patients with complex health problems, and may recommend nursing standards. Incumbents utilize specialized knowledge and skills for patient care, supervision, evaluation, and teaching; and may act as resource persons within the organization and/or community. This specialist level class requires possession of a valid California Registered Nurse license, one (1) or more years of clinical experience with at least six (6) months in the area of specialization and a Masters degree or an equivalent combination of education and relevant experience.
5. **Nurse Coordinator (9141)** – Under general direction, incumbents provide expert nursing care for patients with a variety of complex treatment options. The Nursing Coordinator serves as a contact point for patients, referring physicians, staff and the coordination and facilitation of the care of the patient in specialty areas. The Nursing Coordinator provides leadership for collaborative patient care with emphasis on education and continuity of patient care for the entire period of care including inpatient, outpatient or both. Requirements for this position include possession of a valid California Registered Nurse license and graduation from an accredited nursing program and a Diploma or Associate degree in Nursing or a Baccalaureate degree in Nursing, and a minimum of three (3)

years of clinical experience, or an equivalent combination of education and relevant experience. One year of clinical experience must be in the area of specialization.

6. **Nurse Practitioner I (9148)** – Under supervision, incumbents in accordance with standardized procedures, perform physical examinations and treat common episodic and chronic health care problems with an emphasis on health maintenance and disease prevention through education and counseling. This entry level class requires possession of a valid California Registered Nurse license and current certification as a Nurse Practitioner in accordance with applicable law. Other specific qualifications may also be required by individual user departments.
7. **Nurse Practitioner II (9147)** – Under direction, in accordance with standardized procedures, incumbents perform operational level duties with major emphasis on ongoing direct patient care delivery. Assignments at this level may include patients who present chronic and/or episodic health problems, responsibility for occasional community teaching programs, participation in program planning, and development of patient education information. This class requires possession of a valid California Registered Nurse license and current certification as a Nurse Practitioner in accordance with applicable law. A Masters degree or an equivalent combination of education and relevant experience, and/or other specific qualifications may also be required by individual user departments.
8. **Nurse Practitioner III (9146)** – Under general direction, in accordance with standardized procedures, incumbents can be assigned continuing responsibility for leading a group of Nurse Practitioners or are designated expert resource persons on the basis of their advanced academic specialization and/or clinical experience. This specialist or "expert" level class requires possession of a valid California Registered Nurse license and current certification as a Nurse Practitioner in accordance with applicable law. A Masters degree or an equivalent combination of education and relevant experience and/or other specific qualifications may also be required by individual user departments.
9. **Administrative Nurse I (9134)** – Under supervision, incumbents utilize theoretical management concepts and leadership skills in defined areas of assigned administrative responsibility. This entry level into the administrative series requires possession of a valid California Registered Nurse license and a Diploma or Associate degree with two (2) years clinical experience; or a Baccalaureate degree with one (1) year of clinical experience; or a Masters degree with six (6) months of clinical experience; or an equivalent combination of education and relevant experience.
10. **Nurse Anesthetist (9144)** – Under supervision, incumbents administer anesthetics to patients undergoing surgical and obstetrical procedures and perform other related duties as required. This operational level class requires possession of a valid California Registered Nurse license and current certification as a Nurse Anesthetist in accordance with applicable law.
11. **Senior Nurse Anesthetist (9143)** – Under general supervision, incumbents in addition to performing the range of duties outlined for Nurse Anesthetists, can be assigned lead responsibilities over Nurse Anesthetists or are specifically assigned the more difficult and demanding cases as recognized by the American Society of Anesthesiologists. This lead/senior level class requires possession of a valid California Registered Nurse license, current certification as a Nurse Anesthetist in accordance with applicable law; and two

(2) years of experience or an equivalent combination of relevant experience and additional education.

12. **Transplant Coordinator I (9110)** – Under general supervision, the Transplant Coordinator acts in conjunction with the transplant medical team to ensure the consistent and thorough evaluation of the potential transplant candidate, and liaison functions with organ procurement agencies, and provision of interdisciplinary care. This lead classification requires possession of a current California Registered Nurse license, graduation from an accredited nursing program and a Diploma, Associate or B.S. degree with two (2) years of critical care experience or related experience; or an equivalent combination of education and relevant experience.
13. **Transplant Coordinator II (9111)** – Under general supervision, incumbents in addition to performing the range of duties outlined for Transplant Coordinator I, the Transplant Coordinator II position are required to perform data collection for clinical management and certification requirements, development of educational materials and programs for patients, nursing staff and physicians. Develop clinical protocols, and policy and procedures, and perform community education and public relations.

Current California Registered Nurse license, graduation from an accredited nursing program with two (2) years of critical care experience or related experience; or an equivalent combination of education and relevant experience, and a Master's degree or an equivalent combination of education and relevant experience; appropriate specialty certification and 3 years of transplant coordinator experience; or 2 years of UCLA transplant coordinator experience.

14. **Nurse (742.1)** – The incumbent is responsible for the care and comfort of patients being treated in the Biology and Medicine Division at the Lawrence Berkeley Laboratory; assists the physician with examinations and with the administration of treatment and medication; prepares the patient for the physician's examination and may discuss treatment instructions with the patient. Graduation from an accredited school of nursing and current licensure as a Registered Nurse in the State of California is required.
15. **Occupational Health Nurse I (600.1)** – Under supervision, the incumbent performs nursing duties in the Medical Department at the Lawrence Berkeley Laboratory, renders skilled first-aid or treatment as necessary in cases of accident or illness; is required to act in emergencies exercising judgment both in selecting appropriate treatment for serious conditions and determining the urgency of further medical attention; assists in employee physical examinations, may be in charge of an activity within the Medical Services Department. Graduation from an accredited school of nursing and current licensure as a Registered Nurse in the State of California is required.
16. **Occupational Health Nurse II (600.2)** – Under general supervision, the incumbent schedules and directs the activities of assigned personnel at the Lawrence Berkeley Laboratory; insures proper management and disposition of Nurse medical problems, preparation of accurate descriptive records, availability of medical supplies and equipment, and implementation of administrative procedures required by medical services practices; assists in employee physical examinations; and performs the duties of an Occupational Health Nurse I; is normally in charge of a shift. Graduation from an accredited school of nursing and current licensure as a Registered Nurse in the State of

California is required.

17. **Home Health Nurse I (9118)** – Under general supervision, incumbents provide direct in-home nursing care in accordance with established nursing procedures. Incumbents make independent nursing practice decisions based on changes in patient condition and identification of new patient problems and needs. This operational level in the home health series requires the possession of a valid California Registered Nurse license.
18. **Home Health Nurse II (9117)** – Under direction, in accordance with standardized procedures, incumbents coordinate and manage the care of a group of home health patients from admission to discharge, including but not limited to developing plans of care, assignment and assessment of appropriate health care team members to meet patient’s needs, and to ensure defined patient outcomes are reached through collaboration with other health care disciplines. Incumbents are also responsible for presenting case conferences, new employee orientation, and participation in quality improvement activities. This lead/senior level class requires the possession of a valid California Registered Nurse license.
19. **Home Health Nurse III (9116)** – Under general direction, incumbents assess health needs, plan and evaluate care for patients exhibiting more complex problems with less predictable outcomes. Incumbents utilize specialized knowledge and skills for patient care, supervision, evaluation, leadership in quality improvement activities, policy and procedure development for specialty areas, and scientific inquiry in home health nursing. Incumbents also act as a resource and educator for Home Health Nurses in their specialty areas. This specialist/expert level class requires the possession of a valid California Registered Nurse license and graduation from an accredited nursing program.

B. CHARGE NURSE

1. “Charge Nurse” is a working title that describes work assigned to bargaining unit Nurses in addition to their staff Nurse responsibilities. Charge Nurses coordinate the work of other Nurses and serve as lead resource Nurses to resolve problems, provide direction for personnel, and prioritize and facilitate work flow to ensure timely provision of services.
2. The University may temporarily assign charge responsibilities to Nurses in addition to the staff Nurse duties normally assigned to their classification; and the University will pay the charge Nurse differential found in Appendix A.
3. The University’s determination of the necessity to temporarily assign, or not to assign, charge Nurse responsibilities is not subject to the Grievance and Arbitration provisions of this contract.
4. Charge Nurses are not assigned the authority to hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline other Nurses, or responsibility to adjust their grievances or effectively recommend such action, as these are non-bargaining unit supervisory responsibilities.

C. MOVEMENT BETWEEN JOBS

1. Advancement from Clinical Nurse I to Clinical Nurse II and Nurse Practitioner I to Nurse Practitioner II shall be contingent upon the completion of six (6) months of satisfactory

performance. The University shall notice CNA in advance regarding changes in clinical ladders and upon request of the Association, meet and discuss those changes before implementation. Advancement between other job titles in this Article is not automatic. The University will select the candidate for advancement who possesses the qualifications to perform the duties of the higher level position most effectively.

2. A Nurse who has applied for a posted position will, if selected to fill the position, be appointed at the classification level of the posting in accordance with the qualifications listed on the posting.
3. A Nurse who accepts a position at the same classification level in another unit shall maintain their classification for a trial period of at least 6 months. If the Nurse is unable to successfully perform at that level, the Nurse may be reclassified downwards.
4. A Nurse may also move to another classification and level described in this Article by way of a reclassification of their position, or an upward or downward movement between positions, or a disciplinary demotion in accordance with Article 26, §C. The Association shall be notified upon the reclassification of any position and any resulting wage change. Current Nurses shall not be reclassified downward as a result of the Clinical Ladder process.
 - a. Reclassification is a change in the classification of a position to a different classification having the same, lower, or higher salary range maximum. A Nurse may receive a salary decrease following a downward reclassification or movement; however, a Nurse's current salary rate may be retained at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement.
 - b. An upward movement between positions (Promotion) is the change of a Nurse from one position to another position at the same location which is in a classification having a higher salary range maximum.
 - c. A downward movement between positions is the change of a Nurse from one position to another position at the same location which is in a classification having a lower salary range maximum.

Any Nurse who believes they are currently performing at a higher classification may appeal to be reclassified upward to the appropriate Human Resource Director or designee, and the University shall provide a written response to the Nurse regarding approval or denial of the reclassification within a reasonable period of time after the Nurse files their appeal.

ARTICLE 3 POSITIONS

A. CAREER APPOINTMENTS

1. Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full time and are expected to continue for one (1) year or longer.
2. A career appointment may be established by conversion from a limited appointment pursuant to §B.3., of this Article.

B. LIMITED APPOINTMENTS

1. Limited appointments are established at any percentage of time, fixed or variable, during which a Nurse is expected to be on regular pay status for less than a thousand (1,000) hours in a twelve (12) month period.
2. New graduate Nurses shall not be hired into limited appointments when career CN I appointments are available in that unit.
3. If a limited appointment Nurse attains 1,000 hours of qualifying service within twelve (12) consecutive months without a break in service of at least 120 consecutive calendar days, they shall convert to career status following attainment of 1,000 hours of qualifying service.
 - a. Qualifying service includes all time on pay status in one or more limited appointments at the campus/laboratory/hospital. Pay status shall not include on-call or overtime hours.
 - b. Such career conversion shall be effective on the first day of the month following attainment of 1000 hours of qualifying service.
 - c. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1000-hour requirement.
4. Nurses in Limited Appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement. A Nurse who is appointed to a limited appointment is automatically terminated as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.

C. PARTIAL-YEAR APPOINTMENTS

1. Partial-year appointments are career appointments established with regularly scheduled periods during which the incumbents remain Nurses but are not at work. These scheduled periods during which Nurses are not at work are designated as furloughs and are without pay. Furlough periods are not to exceed a total of three (3) months in each calendar year. Partial year career appointments may be established as nine-, ten-, or eleven-month appointments.
 - a. When calculating time in pay status during a calendar year the University shall include any period of time for which a Nurse receives pay for time worked, including compensatory time off, or for time on paid leave. Paid leave time

includes sick leave, extended sick leave, vacations, holidays, or military leave with pay. The one month's pay for extended military leave and lump-sum payments for terminal vacation do not represent time on pay status.

- b. Whenever it appears that a Nurse will be unable to achieve nine (9) months on pay status in a calendar year, the University shall attempt to assign the Nurse to perform additional work according to classification and skills in an attempt to achieve nine (9) months on pay status. Once a Nurse has reached their appointment rate, additional scheduling will occur in accordance with the needs of the University and the qualifications of the Nurses. Annually, upon the request of the Association, the University will meet with CNA regarding furlough schedules and procedures for each Student Health Center. Each side shall approach this meeting with a sincere desire to resolve outstanding issues, and agrees to meet and discuss the issues in good faith. Nurse representatives from the Student Health Center shall receive paid release time for such meetings.

- 2. Nurses with partial-year career appointments may choose either to receive paychecks during pay periods worked only, or to distribute their pay so that they will receive twelve, or the biweekly equivalent, paychecks throughout the year. Nurses who occupy partial-year career positions and who elect the pay over twelve (12) months option must occupy the partial-year career position at least nine (9) months or the biweekly equivalent before receiving pay during the furlough period.

3. **Benefits**

A Nurse in a designated partial year career appointment shall be provided the University's contribution to the cost of University-sponsored life, medical, optical, dental, and disability while s/he is on furlough for a maximum of three (3) months in a calendar year where the Nurse's earnings are insufficient to otherwise generate the University's contribution. For medical plans which require a Nurse contribution, Nurses on furlough must remit to the University the amount of the Nurse's contributions for the plan to remain in force.

4. **Effect of Furlough on Seniority and Leave Accrual**

Time on furlough is not qualifying time for vacation leave, sick leave, or holiday pay when furloughed absences exceed twenty (20) days in a month. Time spent in furlough status is not a leave of absence.

D. REASSIGNMENT

The reassignment of a Nurse in a full-time career appointment to a partial-year appointment or to a part-time appointment at a fixed or variable percentage of time shall be considered a reduction in time and must be carried out in accordance with the provisions of Article 23, Layoff and Reduction in Time.

E. LAWRENCE BERKELEY NATIONAL LABORATORY

The definitions of career, limited, term and rehired retiree appointments that currently are in effect at the laboratory shall remain in effect.

ARTICLE 4

PER DIEM NURSE

A. DEFINITIONS

1. This Article sets forth the terms and conditions of Per Diem Nurse employment. Requirements for maintaining Per Diem Nurse status are established by the University, and may vary at each location. Per Diem Nurses are those employed in University title codes 9119, 9121, 9122 and 9160, and 9114. Per Diem Nurses are neither career nor limited appointment Nurses. Standards of the University's position descriptions must be met as follows:

9119	Per Diem Nurse - Clinical Nurse II
9121	Per Diem Senior Nurse Anesthetist - Senior Nurse Anesthetist
9122	Per Diem Nurse Anesthetist - Nurse Anesthetist
9160	Per Diem Nurse Practitioner - Nurse Practitioner II
9114	Per Diem Home Health Nurse - Home Health Nurse I

Per Diem Nurse work assignments add to or substitute for career and limited appointment nursing staff on a pre-scheduled basis or as needed on a day-to-day basis, as determined by the University. Per Diem Nurses may be scheduled or not scheduled, or called off from a pre-established schedule. Additionally, a Per Diem Nurse's eligibility for scheduling may be discontinued at any time at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement, except as set forth below in §B.2.

2. Per Diem Nurses are not eligible for benefits under Article 15, Benefits. Per Diem Nurses shall also have access to pre-tax parking programs to the same extent as other bargaining unit employees. Per Diem Nurses are not eligible for paid time off such as vacation, sick leave, holidays, leaves of absence, or educational leave. Per Diem Nurses who qualify for legally protected leaves shall be entitled to such leaves. Per Diem Nurses shall be eligible for the certification differentials as defined in Article 40, § F & G. At the mutual agreement of the University and the Per Diem Nurse, their Per Diem Nurse status may be temporarily held in abeyance. The University will not unreasonably deny a Per Diem Nurse's request that their status be held in abeyance for family care purposes.

B. COVERAGE

1. Per Diem Nurses are covered by the following Articles of this Agreement: Article 1 - Recognition; Article 4 - Per Diem Nurse; Article 5 - Nondiscrimination in Employment; Article 7 - Practice Committee; Article 8 – Staffing; Article 11 - Work Rules; Article 12 – Performance Evaluation, §A., D., F.; Article 13 - Job Posting; Article 14 – Hours of Work, §A., B., C.4, D., E., G., H., I., J., K., L.; Article 16-Health and Safety; Article 29 – Association Rights; Article 30 – Association Payroll Deduction For Union Dues and Agency; Article 31 - Nurse Lists and Distribution of Materials; Article 32 - Leaves of

Absence for Union Business; Article 33 - Management Rights; Article 34 – Indemnity; Article 35 - No Strikes; Article 36 – Severability; Article 37 – Waiver; Article 38 – Duration; Article 39 - Release Time for Bargaining; and the related portion of Article 40 – Compensation. Per Diem Nurses and Special Per Diem Nurses may use the grievance and arbitration procedures of this Agreement only with respect to alleged violations of those Articles by which they are covered.

2. **Special Per Diem Rights**

- a. Any Per Diem Nurse who (i) has worked 1000 hours (750 hours for Student Health Center Per Diem Nurses), exclusive of overtime hours, in the preceding 12-month period and (ii) complies with minimum scheduling requirements, shall have Special Per Diem Rights. Such Per Diem Nurse shall have access to Articles 26, 27, and 28 and shall not be subject to discipline or removal from scheduling without just cause.
- b. In addition to Special Per Diem Rights obtained in B.2.a. above, any Per Diem Nurse who (i) has worked 2,000 hours in the bargaining unit, exclusive of overtime hours, and five (5) years in the bargaining unit (ii) complies with minimum scheduling requirements, shall have Special Per Diem rights. Such Per Diem Nurses shall have access to Articles 26, 27, and 28 and shall not be subject to discipline or removal from scheduling without just cause.
 - 1) In addition to Special Per Diem Rights obtained in B.2.a. above, a career Nurse who moves from career to per diem status in their current unit, will have all time worked in that position credited toward completion of the requirements of B.2.b.
 - 2) In addition to Special Per Diem Rights obtained in B.2.a. above, a career Nurse who moves from career to per diem status to a new unit, and meets the requirements of B.2.b., must work a minimum of twelve (12) months in the new unit before attaining Special Per Diem rights.

C. **REPORTING**

1. **Requirements** – The campus/Laboratory shall notify the Per Diem Nurse of the unavailability of work in advance of their scheduled report time by telephoning the Per Diem Nurse at the Per Diem Nurse's last known telephone number. It shall be the responsibility of the Per Diem Nurse to inform the University of any change of telephone number.
2. **Reporting Pay/Work** – A Per Diem Nurse who reports for work as scheduled without receiving prior notice that their assignment is not available, shall perform any nursing work to which they/he may be alternately assigned by the University, for the duration of the assignment. If no alternate work is available, the Per Diem Nurse shall be paid two (2) hours pay in lieu of work. In the event that the University has made reasonable attempts to notify the Per Diem Nurse of the unavailability of work, or where the Per Diem Nurse has not called in to verify the availability of work when required to do so, work or pay need not be provided.

D. PROFESSIONAL DEVELOPMENT

1. Per Diem Nurses are encouraged to pursue professional development and education in relation to their career in health care.
2. Per Diem Nurses shall be reimbursed for the costs of educational programs which are required and approved by the University. Time spent in such educational programs shall be considered time worked.
3. A Per Diem Nurse shall pay the same fees as other Nurses at their campus/Laboratory for Continuing Education in Nursing courses sponsored by University hospital departments at their location.
4. A Per Diem Nurse may request paid educational leave from their Nurse manager.

E. CONVERSION CREDIT ON HIRE INTO CAREER STATUS APPOINTMENT

1. Per Diem Nurses who have worked at least sixty (60) shifts in the six (6) months immediately prior to receiving a career appointment in the same area, will have three (3) months credit applied against the continuous service requirement for completion of the probationary period. Further, evaluations conducted during Per Diem status, or other information obtained by University management, may serve in lieu of the three (3) month probationary period evaluation. Unit-based Per Diem Nurses who have worked at least seventy-two (72) shifts in the nine (9) months immediately prior to receiving a career appointment in the same unit, will not be required to serve a new probationary period.
2. A Per Diem Nurse who converts to career status will receive seniority credit for per diem service only to the following extent. After conversion to career status, the Nurse's date of hire for seniority purposes will be adjusted according to the number of hours worked as a per diem as a percentage of full time service based on 2088 hours per year. However, the period of per diem service to be considered will be limited to twenty-four (24) months prior to the date of conversion. (For example: Total Per Diem Hours divided by 2088 hours equals ___% multiplied by 365 days equals the days of seniority adjustment.)

F. PREMIUM PAY FOR WORK ON SPECIFIED HOLIDAYS

A Per Diem Nurse who works on Thanksgiving Day, Christmas Day, New Year's Day, Fourth of July, Labor Day, Memorial Day, Martin Luther King Jr. Day, December 24 shall be paid at the rate of time and one-half (1 ½ X) the regular rate of pay for the hours actually worked.

G. WORKERS' COMPENSATION

A Per Diem Nurse who is injured on the job may apply for Workers' Compensation.

H. PER DIEM RIGHTS (UCSF only)

In addition to the rights guaranteed to Per Diem Nurses under this Article, Per Diem Nurses hired from UCSF Stanford in connection with the dissolution of UCSF Stanford Health Care clinical operations shall be granted just cause as defined in Article 26, and enforcement of the right in Articles 27 (Grievance Procedure) and 28 (Arbitration) for the duration of this Agreement. A Nurse who does not meet the minimum scheduling commitment shall not have access to Article 26, Corrective Action, Discipline, and Discharge, and may be released at the sole non-grievable discretion of the University.

ARTICLE 5

NONDISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

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 origin, ancestry, sex, sexual orientation, gender identity, gender expression, pregnancy, physical or mental disability, medical condition, genetic information, HIV status, service in the uniformed services, political affiliation, 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. Neither the University nor CNA shall discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation.

B. GRIEVABILITY/ARBITRABILITY

If the Union appeals a grievance to arbitration that contains allegations of 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 27 - Grievance Procedure will be extended by thirty (30) days for such grievances to enable the employee to make an informed choice.

C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

The Association agrees that a Nurse within the unit covered by this Agreement may elect to substitute the University Sexual Harassment Complaint Resolution Procedure for the Informal Review described in Article 27, Grievance Procedure, §C.

ARTICLE 6
EDUCATIONAL/PROFESSIONAL DEVELOPMENT

A. GENERAL CONDITIONS

1. Nurses are encouraged to pursue professional development and education in relation to their career in health care.
2. Nurses shall be reimbursed for the costs of educational programs required and approved by the University, including but not limited to BLS, ACLS, NRP, PALS, etc. Time spent in such educational programs shall be considered time worked.
3. Nurses attending University courses or seminars shall be eligible for fee reductions applicable to other Nurses at their campus/Laboratory.
4. Nothing in this Article shall prevent the University from granting additional professional development and/or educational opportunities.

B. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL TIME

1. Each calendar year, Nurses appointed at ninety percent (90%) time or more shall receive forty (40) hours to be used for paid professional development and educational leave. Such hours shall be prorated for Nurses appointed at less than 90%, based on their appointment rate. Such hours may not be accumulated from year-to-year.
2. Use of Professional/Educational Development Time – A Nurse who has completed their probationary period, who wishes to participate in a professional/educational development program, and who meets the qualifications listed below, shall request advance approval in accordance with departmental procedures.
3. Professional and Educational Development Time
 - a. must be scheduled according to staffing requirements; however, the University shall make reasonable efforts to accommodate requests, and shall respond in writing within fourteen (14) days of receipt of the Nurse's request.
 - b. may be used to participate in hospital-sponsored in-service training which is not required by the University, subject to the availability of funds, and,
 - c. When a Nurse requests educational leave time on their scheduled day off, in accordance with this article, such request shall be granted.
4. Professional Development and Educational time shall not be considered time worked for the purpose of overtime accrual or pay.
 - a. When a Nurse has been released from work to attend a professional development or educational program of at least eight (8) hours, the Nurse may use professional/educational development hours equal to their full shift.
 - b. When a Nurse has been released from their scheduled shift to attend a course of less than eight (8) hours, the Nurse will receive professional/development hours equal to the hours in the course. In such instance, the Nurse may use accumulated compensatory time, vacation time, or perform available work on the same day to

cover the difference between the hours of professional development hours used and the hours in their regular schedule.

- c. When a Nurse participates in a professional/educational development program on the Nurse's day off, the Nurse may use professional /educational development hours equal to the hours of the course.
 - d. Up to sixteen (16) hours of the forty (40) hours maximum of paid time may be utilized for appropriate home study/internet courses.
 - e. A Nurse who is enrolled in a nursing degree program (BSN or higher) at an accredited nursing school may use up to the annual forty (40) hour maximum paid leave for appropriate home study/internet courses which are part of the required curriculum for the degree program. The Nurse will be required to verify that such course(s) are part of a degree program.
5. Nurses who are scheduled to take the examination which would grant a state and/or nationally recognized certification, and who request the examination day off in accordance with the unit's scheduling procedures, shall be assigned paid professional/educational development time for the day on which the examination is taken.

C. WORK SCHEDULE CHANGES FOR USE OF EDUCATIONAL TIME

- 1. A Nurse, assigned to the evening or night shift, who is scheduled for a continuing education course or a certification examination, shall be scheduled off from the evening or night shift immediately preceding or following the course or examination with the exception of home study/internet courses when:
 - a. The unit scheduling policies have been followed; and
 - b. The course is at least six (6) hours duration outside scheduled work time; or
 - c. The examination is conducted by a state or nationally recognized professional organization.
- 2. When a Nurse is enrolled in a formal education program which culminates in a higher degree, the University shall at the Nurse's request, make a reasonable effort to temporarily reduce the Nurse's appointment percentage and modify the Nurse's work schedule to accommodate the participation in such program, for a maximum duration of twenty four (24) months. The parties may extend the duration by mutual agreement.

ARTICLE 7

PROFESSIONAL PRACTICE COMMITTEE

A. PROFESSIONAL PRACTICE COMMITTEE

1. A Professional Practice Committee (PPC) of bargaining unit Nurses may be established by the Association at each patient care facility in the major medical centers. Additionally, a PPC of bargaining unit Nurses may be established in a Student Health Center away from the major medical centers. The purpose of the PPC shall be to consider and constructively recommend to the nursing administration ways and means to improve nursing practice and patient care, including health and safety, technology, and staffing ratio and acuity matters, insofar as the provisions of the Agreement are not added to or otherwise modified.
2. No Nurse shall be subject to reprisal for bringing forward nursing practice concerns to management.
3. When practicable, the University shall provide information requested by the PPC within thirty (30) calendar days. At least once per quarter the appropriate Chief Nursing Officer (CNO) shall meet with the PPC at one of its scheduled meetings. When practicable, the PPC shall provide the Chief Nursing Officer (CNO) the topics for discussion seven (7) days ahead of the scheduled meeting. Whenever the PPC makes a written recommendation to the appropriate CNO or, in Student Health Centers, the appropriate Director, they shall respond to the PPC in writing within thirty (30) calendar days unless the Association and the University mutually agree that the time may be extended.
4. The Association will furnish the CNO, or their designee, and the Local Labor Relations office with the PPC meeting calendar and the current list of PPC members at each facility. If the meeting calendar changes, the Association shall make every effort to provide notice of the new meeting time and date prior to the day on which the work schedule is established for the attendees.
5. The PPC may also request, through the appropriate office of labor relations, to meet with one representative of the Safety Committee and one representative of Nursing Administration to discuss and/or resolve health and safety issues. If the request is denied, the PPC shall be provided within thirty (30) calendar days, a written response describing why the request was denied and/or actions to be taken. The University shall annually provide to the PPC the facility Cal-OSHA 300 logs.
6. When the PPC cannot resolve chronic Nurse staffing ratio and acuity matters, the PPC may appeal such matters to the Staffing Ratio and Acuity Dispute Resolution Process provided in Article 8. Allegations involving sporadic staffing concerns are not eligible for submission to the Staffing Ratio and Acuity Dispute Resolution Process.

B. RELEASE TIME

1. PPC members, or their designees, are eligible to receive up to three (3) hours of paid release time each month when the conditions of this Section B. are met.
 - a. The University will make every effort to ensure that such Nurses are released from work to attend the PPC meetings when the Association has provided the University with advance notice of meeting dates and times, in accordance with

§A.4., above. The University will not unreasonably deny attendance at PPC meetings.

- b. The University shall make timely payment to PPC members for attendance at the meetings provided the PPC submits to the Director of Nursing or their designee and/or the local Labor Relations office, the signed attendance roster, in a timely manner prior to the day on which the timesheets are sent to payroll.
- c. At each patient care facility at the major medical centers, release time will be provided for one (1) Nurse for every one hundred (100) bargaining unit Nurses or major fraction thereof, provided that the maximum number of RNs on the committee is fifteen (15) at UCIMC, twenty (20) at UCSDH and UCDH, and twenty five (25) at UCLAMC and UCSFMC.
 - 1) Not more than one (1) PPC member shall come from a particular patient care unit or equivalent. If a patient care unit has more than one hundred (100) bargaining unit Nurses, then a second Nurse from that unit shall be eligible to be a member of the PPC, provided the maximum number of RNs allowed above is not exceeded.
 - 2) Medical Center Practice Committee members who are not scheduled to work at the time the PPC meeting takes place, and who attend the meeting, shall receive paid time not to exceed three (3) hours. The time will not be considered as time worked for purposes of overtime or other premium pay.
- d. For Student Health Centers, the ratio of members for whom release time shall be paid shall be one (1) member for every fifteen (15) bargaining unit Nurses or major fraction thereof at that facility, with a minimum of one (1) member.
 - 1. Student Health Center Practice Committee members who are not scheduled to work at the time the PPC meeting takes place, and who attend the meeting, shall receive paid time for at least one (1) hour for monthly PPC meetings. The time will not be considered as time worked for purposes of overtime or other premium pay.
 - 2. Nothing shall preclude the CNO from authorizing additional release time upon request of the PPC. Release time for PPC members is coordinated by the appropriate office of labor relations.
 - 3. For each Medical Center PPC, CNA may designate one (1) PPC Member as PPC Chair.

ARTICLE 8 STAFFING

- A. The University shall have a staffing system based on assessment of patient needs in conformance with applicable state regulations. The University includes meals and breaks when assessing and determining staffing needs. Concerns regarding staffing ratio and acuity issues shall be addressed by the Professional Practice Committee (PPC) and, for chronic staffing problems, the review process provided in §E., below. Such matters are not subject to the grievance and arbitration procedures of this Agreement.
- B. The University will not assign Nurses (including Travelers and Registry Nurses) without appropriate competencies to staff nursing areas, except in emergency situations.
 - 1. In the event a Nurse feels that they lack competency, including age-specific clinical competency for an assignment, the Nurse shall so inform the immediate supervisor. The supervisor and the Nurse shall make an assessment of the assignment, and shall alter such assignment if the assessment warrants.
 - 2. A floated Nurse shall have their competencies validated on the receiving unit prior to an unrestricted patient care assignment. A Nurse who is floated to a unit will be given an orientation prior to beginning their assignment. The Nurse may be assigned limited nursing care duties, which utilize their currently existing clinical competencies.
- C. When it is necessary to float (not including float pool and those assigned to cover multiple units/locations), the floating order shall be established by each unit. Volunteers, Registry, Travelers and Per Diem shall float prior to any career bargaining unit Nurse provided competency requirements and skill mix can be met.
 - 1. It is not the intent of the University to use floating assignments as a substitute for adequate available staffing.
 - 2. A bargaining unit Nurse shall not be required to float to more than one (1) unit during a shift.
 - 3. There may be instances when it is necessary to float a Nurse from one location to a different location to ensure proper skill/competency mixes on the receiving unit. At the request of the Association, the University shall provide, within a reasonable time period of receiving the request, a list of such occurrences.

D. STAFFING RATIO AND ACUITY DISPUTE RESOLUTION

The University and CNA agree that the process contained herein shall be the exclusive means of resolving all disputes pertaining to chronic staffing ratio and acuity patterns appealed by the Professional Practice Committee.

- 1. Nursing Staffing Review Panel (NSRP) A Nursing Staffing Review Panel (NSRP) shall be convened within thirty calendar days following written notification from the PPC that a chronic staffing ratio and acuity pattern has not been resolved through the processes established in Article 7, Professional Practice Committee.
 - a. The NSRP shall be comprised of a chair appointed or assumed by the CNO, two (2) RNs selected by the University, and two (2) RNs selected by the PPC with at least one taken from the affected work area.

- b. Bargaining unit members on the NSRP shall receive paid time for all time spent on the panel.
- c. The Panel shall make staffing adjustment recommendations to the CNO, based on compliance with state ratios. The CNO shall, within thirty days of receiving the Panel's recommendations, provide their response to the PPC.
- d. In the event the CNO's action does not resolve the matter the PPC may appeal the decision in writing to the CNO. Within thirty (30) calendar days of receiving the appeal, the CNO shall convene a Special Review Panel in accordance with the provisions of §D.2., below.

2. Special Review Panel (SRP)

- a. The SRP shall consist of three members, one RN selected by CNA, one RN selected by the CNO or their designee, and a third person selected by the other two panel members to serve as a neutral chairperson. The parties will make a good faith effort to select a chairperson who is experienced in the healthcare industry and with expertise in staffing in acute care hospitals. If they are unable to find such a person, they shall select an arbitrator from the panel in Article 28, Arbitration, to serve as chairperson. Nothing shall preclude the CNA and UC panel members from bringing another individual to assist.
- b. If the SRP is unable to achieve a resolution, the neutral third party may resolve the difference and such decision shall be final.
- c. Any resolution of the SRP, including any decision by the neutral third party, must take into consideration work area staffing ratio and acuity standards, and any other relevant information presented by the parties, and must be consistent with state and federal legislation prescribing levels and ratios. The SRP – including the neutral third party – shall have no jurisdiction to fashion any remedy that imposes an obligation on any hospital that exceeds, or is inconsistent with, the requirements of Title 22 or any other state or federal law. Either CNA or the University may seek to vacate any decision of the SRP or of the neutral third party under any basis permitted under state (or federal) law regulating arbitration. To the extent that either party seeks to vacate a decision under this paragraph, the parties agree to waive their rights to initiate litigation or seek administrative remedies, including unfair practices under the Higher Education Employer-Employee Relations Act (HEERA), arising out of such disputes, except for information requests and matters arising under HEERA, Sections 3571 (a) and 3571.1 (b).

E. PATIENT CLASSIFICATION SYSTEM COMMITTEE

- 1. The Chief Nursing Officer (CNO), or their designee, will notify the PPC of the meeting schedule for the Patient Classification System Committee (PCSC) and will notify the PPC at least ninety (90) days prior to the appointment of the PCSC. Within forty-five (45) days following receipt of the notice, the PPC may make recommendations in writing to the CNO of those direct care Nurses who the committee proposes to serve on the PCSC. If the Director of Nursing, or their designee, does not alter the list within thirty

(30) days following its receipt, the recommended Nurses will be appointed to the PCSC by the CNO.

2. At least 50% of the members of the PCSC shall be direct-care RNs recommended by the PPC. The patient classification system shall be reviewed at least annually by the PCSC to determine whether or not the system accurately measures patient care needs.

ARTICLE 9

PROBATIONARY PERIOD

A. GENERAL CONDITIONS

1. Nurses in career appointments shall serve a probationary period during which time the University will evaluate their work performance and general suitability for University employment. The probationary period is completed following six (6) months of continuous service at one half (1/2) time or more without a break in service. Time on leave with or without pay is not qualifying service for the completion of the probationary period.
2. Nurses who have successfully completed the probationary period and are rehired following a break in service of one (1) year or less shall not be required to serve a new probationary period, provided rehire occurs in the same class and specialty within the same department and the rehired Nurse had regular status in that class at the time of termination. In other cases, rehired Nurses serve a probationary period.

B. CREDIT FOR TIME SERVED IN LIMITED APPOINTMENTS

1. Nurses Changing Jobs from Limited to Career – A non-career Nurse who has served the equivalent of at least six (6) months of continuous service at 50% time or more in a non-career appointment and who receives a career appointment as a Nurse with similar duties, shall have three (3) months service credited toward the completion of the probationary period in the new career appointment.
2. Nurses Converting From Limited to Career in the Same Job – A Nurse whose appointment is converted from a limited appointment to a career appointment under the provisions of Article 3, §B.3., who has worked in the same appointment into which the Nurse is directly converted to career status, shall have such time in that appointment credited toward the completion of the Nurse's probationary period in the new career appointment. For the purposes of this provision, "same appointment" means an appointment in the same department/unit and with the same duties and same supervisor as the appointment to which the Nurse was assigned immediately prior to conversion.

C. EVALUATION DURING PROBATIONARY PERIOD

It is the intention of the University to conduct no less than one (1) written performance evaluation during a full probationary period just prior to the completion of the probationary period. If another evaluation is done, it shall be approximately at the midpoint of the probationary period.

D. RELEASE DURING PROBATIONARY PERIOD

Prior to the completion of the probationary period, a Nurse may be released at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement. The parties may agree to extend a Nurse's probationary period.

ARTICLE 10
ACTING APPOINTMENTS

- A.** A Nurse who is temporarily assigned by the University to fully perform the functions of a position in a higher classification for at least the equivalent of a biweekly pay period shall be paid for the performance of such duties in accordance with §B., below, retroactive to the first day of such appointment.
- B.** Nurses appointed in accordance with §A., above, shall be paid at the minimum of the salary range of the new classification or an amount at least equal to five percent (5%) above the Nurse's current base rate, whichever is greater, provided the new rate does not exceed the maximum of the higher classification.

ARTICLE 11
WORK RULES

The University shall have the right to promulgate and to change any work rules so long as the University's work rules are not in violation of this Agreement.

ARTICLE 12

PERFORMANCE EVALUATION

A. EVALUATION

1. Performance Evaluation is a constructive process to acknowledge the performance of a Nurse. A Nurse's evaluation shall be sufficiently specific to inform and guide the Nurse in the performance of the duties. The performance of each Nurse shall be evaluated at least annually, in accordance with a process established by the University. The evaluation of each Nurse shall be based on the individual Nurse's performance and not on financial consideration. If a Nurse is not given an opportunity to perform on a particular element, the University will note on the performance evaluation that the factor was not applicable, and the Nurse's evaluation shall not be negatively impacted. Nurses shall not have their evaluation negatively impacted by their use of sick leave permitted under the terms of Article 19, Sick Leave, unless the Nurse has received disciplinary action.
2. The University will, sixty (60) calendar days prior to implementing a new performance tool, provide a copy of the proposed tool to CNA. Following request by the Association, the University will meet with the Association to discuss the new tool. It is the intent of the University to support the Nurse's role as a patient advocate.
3. If there is no evaluation on record within a one year period a Nurse may request an evaluation which shall be completed within fifteen (15) calendar days unless the parties agree otherwise.

B. NOTICE

1. Nurses who receive an overall "needs improvement" rating shall have received notice of their deficiencies, including information about how to correct such deficiencies, prior to receiving such overall evaluation.
2. In the event a Nurse has not received notice of deficiencies in sufficient time to correct the deficiencies prior to receiving the overall "needs improvement" rating, the Nurse may request and, within thirty (30) calendar days shall receive, a re-evaluation of the performance. The thirty (30) day period may be extended by mutual agreement.

C. NURSE RESPONSES TO AN EVALUATION

Subsequent to receiving a University performance evaluation, a Nurse may write comments pertaining to the evaluation or add relevant materials which may supplement or enhance the evaluation. When such written comments or materials are received from the Nurse, they shall be attached to the performance evaluation and placed in the Nurse's personnel file in which performance evaluations are maintained.

D. DISPUTES

Disputes arising regarding the content of the performance evaluation shall not be subject to the grievance and arbitration procedures of this Agreement. Performance evaluations are not considered an independent step in the disciplinary process, although they may be used as a form of corrective action.

ARTICLE 13 JOB POSTING

A. POSTING

1. Whenever vacancies within the bargaining unit are to be filled, except as provided in §A.3., below, the University shall post such vacancies on the University's web-based job vacancy listing for at least seven (7) calendar days, and shall either post a notice for at least seven (7) calendar days, or circulate a notice to each nursing unit at the campus/ Laboratory where vacancies occur. Such postings shall identify the classification, percentage of appointment, minimum qualifications, initial date of posting, closing date if applicable, work unit, shift, and bargaining unit of the opening.
2. If, after the seven (7) calendar days of initial posting, the University has not filled the position, the vacancy may be converted to an "open until filled" posting, which the University may fill at any time.
3. CN I vacancies may be posted as "open" vacancies and need not identify the unit or shift of the opening, and may be filled at any time.

B. FILLING VACANT POSITIONS

1. A nurse may apply for posted vacancies before the closing date, or at any time during an "open" or "open until filled" posting.
2. Vacant positions will be filled in the following order:
 - a. By recall of a qualified indefinitely laid off non-probationary career employee in accordance with Article 23, Layoff and Reduction in Time;
 - b. By preferential rehire of a qualified indefinitely laid off non-probationary career employee in accordance with Article 23, Layoff and Reduction in Time;
 - c. By the most senior qualified internal applicant from the same UC location based on licensure, certifications, experience, skills and abilities, and review of performance evaluations, job references and discipline issued within the last 2 years.
 - d. By the most senior qualified internal applicant from a different UC location based on licensure, certifications, experience, skills and abilities, and review of performance evaluations, job references and discipline issued within the last 2 years.
 - e. By any other qualified applicant.

- C.** When a current UC nurse is hired into a vacant position, the provisions of Article 2, Section C.2. and 3., MOVEMENT BETWEEN JOBS, shall apply.

- D.** The provisions of this Article shall be administered in accordance with Article 2 of this Agreement.

ARTICLE 14 HOURS OF WORK

A. WORKWEEK

A workweek is a period of time consisting of seven (7) consecutive days. The workweek is from 12:00 A.M. Sunday to 11:59 P.M. the following Saturday. The University may establish workweeks beginning and ending on a day other than the above, upon notice to the Association.

B. WORK SCHEDULE

1. A work schedule is the normal hours of work for a Nurse within a work period. Nurses will be scheduled in accordance with the needs of the University, subject to the provisions of this Article.
2. Full and part-time work schedules which may be established by the University include, but are not limited to:
 - a. eight (8) hours per day, excluding meal periods, on five (5) separate days within a workweek;
 - b. eight (8) hours per day, excluding meal periods, on ten (10) separate days within two (2) consecutive workweeks;
 - c. ten (10) hours per day, excluding meal periods, on four (4) separate days within a workweek;
 - d. ten (10) hours per day, excluding meal periods, on eight (8) separate days within two (2) consecutive workweeks;
 - e. twelve (12) hours per day, excluding meal periods, on ten (10) separate days within three (3) consecutive workweeks; or
 - f. twelve (12) hours per day, excluding meal periods, on thirteen (13) separate days within four (4) consecutive work-weeks.
3. The University may establish regular shift schedules other than those listed above, provided the University provides advance notice and, upon written request, meets with the Association to explain its reason before implementing any such schedule.
4. **Nurse request for alternate schedule** - Notwithstanding any other provisions of this Article 14, Nurses working in ambulatory or outpatient clinics may voluntarily submit a written request to be scheduled to work a variable number of hours per day. If the University grants such request, it may schedule the requesting Nurse(s) to work the alternate schedule without the payment of overtime or premium pay, provided the work schedule does not exceed forty (40) hours in the workweek or twelve (12) hours in the workday. Once granted, the University or the Nurse may rescind the alternative schedule with thirty (30) calendar days advance written notice.

C. POSTING OF SCHEDULES

1. **Work Schedules** - The University shall post work schedules at least two (2) weeks in advance. The University shall not change the posted schedule without two weeks personal notice to the Nurse. Insofar as practicable, the University shall update posted work schedules as changes occur.

2. **Holiday Schedules** - The University shall post-holiday schedules at least four (4) weeks in advance of each of the following holidays: Thanksgiving, Christmas and New Year's. At UC Berkeley Student Health Center, the University shall post furlough schedules six (6) weeks in advance of furlough, provided that Nurses have submitted their work date preferences for the summer furlough by March 1, and/or for the winter furlough by October 1.
3. **"Posted work schedules"** as used in this Article shall mean a computer based, printed, typewritten or handwritten schedule that is posted in or accessible at a work site area of the affected Nurse. Schedules shall include shift and starting time in accordance with campus posting procedures.
4. Part-time career Nurses who have indicated their availability for additional assignments shall, when practicable, be offered the opportunity to work additional full shifts prior to the scheduling of any Per Diem Nurses(s) for additional shifts, within the following limitations:
 - a. the affected part-time career Nurses(s) are qualified and competent for the additional assignment(s), as determined by the University; and
 - b. the University shall not be obligated to offer any additional assignment(s) to part-time Nurses if such assignment(s) will result in any form of premium pay as a result of the Nurse(s) working any additional shift(s); and
 - c. the University shall not be obligated to modify the work schedule of any Per Diem Nurse who has been previously prescheduled in order to provide any part-time career Nurse(s) with additional work.

D. BREAK RELIEF

Each unit shall have a mechanism for meal and break relief on each shift which shall be implemented consistent with professional nursing judgment and patient care needs that to ensure that required staffing is maintained during meal and rest periods.

E. MEAL PERIODS

1. Not more than one (1) meal period of at least one-half (1/2) hour is provided for shifts worked of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status unless the University requires a Nurse to remain on the job at a work station. Whenever the University permits a Nurse to perform work during a meal period, the meal period shall be considered time worked.
2. The University will make every effort to ensure that the Nurse has the opportunity to take a meal break in accordance with subsection (1), above. As soon as practicable after a Nurse determines that they are unable to take a meal break due to urgent patient care needs, the Nurse shall notify their supervisor (or designee), in which case the University will make every effort to ensure that the Nurse is offered the opportunity to take an alternate meal period during their shift.

F. REST PERIODS

1. Time allotted for rest periods is limited to two (2) periods of fifteen (15) minutes each during an eight (8) hour or ten (10) hour shift, or three (3) periods of fifteen (15) minutes

each during a twelve (12) hour shift. Nurses assigned to 6-hour shifts shall be entitled to one (1) rest period of fifteen (15) minutes per shift.

2. **Missed Rest Breaks** – The provisions of this section pertain to Nurses in the Clinical Nurse series, only.
 - a. The University will make every effort to ensure that Nurses have the opportunity to take rest period(s) in accordance with Section F.1, above. As soon as practicable after a Nurse determines that they are unable to take a rest break due to urgent patient care needs, the Nurse shall notify their supervisor (or designee), in which case the University will make every effort to ensure that the Nurse is offered the opportunity to take an alternate rest period (or periods, as applicable) during their shift.
 - b. Following such notification, when the University cannot offer the rest break(s) for the Nurse, the University shall pay the Nurse fifteen (15) minutes pay at the Nurse's base rate of pay for the missed break.
 - c. If the Nurse fails to take a break for reasons other than patient care needs, or fails to inform their supervisor of an inability to take a break by the end of the shift, the University shall have no obligation to pay for the missed break.
 - d. Payments for missed rest breaks do not qualify as hours worked for the calculation of overtime, and are not included in the calculation for retirement benefits, nor are they considered a form of "penalty pay".

G. MISSED BREAK REPORTING

1. The University shall not discourage a Nurse from reporting that a meal or rest break has been missed, whether such reporting is verbal or in writing.
2. Missed break forms shall be reasonably and conveniently available to all Nurses on all shifts.

H. WEEKEND WORK

The University shall attempt to grant at least twenty-six (26) weekends off per year to Nurses who work in areas that require staffing seven (7) days a week. This provision does not apply to Nurses who work weekends only.

I. CONSECUTIVE DAYS OF WORK

1. Subject to operational needs, the University shall make every effort to avoid assigning Nurses to work full shifts in excess of the terms outlined in 3.a., b., and c. below. For the purpose of this Section, a full shift consists of 8, 10, or 12 hours of work, except as provided in Article 14 B.4.
2. The Nurse may waive the consecutive days of work provisions, either at their request or as the result of a scheduling change requested by the Nurse which results in such consecutive days of work.
3. A Nurse shall be paid one and one-half (1/2) times the Nurse's straight-time rate for all hours worked on each shift in excess of a., b., or c., below until a day off is granted when:

- a. a designated eight-hour Nurse is scheduled to work more than six (6) consecutive full shifts within six consecutive days.
- b. a designated ten-hour Nurse is scheduled to work more than five consecutive full shifts within five (5) consecutive days.
- c. a designated twelve-hour Nurse is scheduled to work more than four consecutive full shifts within four (4) consecutive days.

J. TRAVEL TIME

Travel on University business during a Nurse's normal working hours, or outside normal working hours is considered time worked if performed pursuant to the University's instructions. Travel between a Nurse's home and the workplace is not considered time worked.

The University shall reimburse Nurses for expenses in accordance with the provisions of University of California Policy G-28 Travel Regulations.

K. CALL BACK

- 1. Call back pertains to a Nurse who is not in on-call status and who the University calls to return to work in their unit after completing a shift and before their next scheduled shift.
- 2. A Nurse called to return to work in accordance with §K.1., above, shall be paid for the time actually worked upon return or a minimum of three (3) hours, whichever is greater. Call back time whether worked or not is considered time worked for the purpose of calculating hours of overtime.
- 3. A Nurse called to return to work may be assigned by the University to perform available work. If the called-back Nurse refuses the out-of-unit assignment, they shall be paid only for the time actually worked.

L. ON-CALL

- 1. The intent of on-call is to provide coverage when it is impractical to regularly staff a shift, or when it is necessary to supplement other staffing to meet unpredictable patient care needs. It is not the intent of the University to use on-call assignments as a substitute for adequate available staffing. To meet on-call needs, the University will rely initially on Nurses who volunteer. Where on-call needs cannot be met with volunteers, the University can require Nurses to be on-call provided there is a reasonable expectation that they will be needed to avoid significant adverse consequences to patients' health. The University shall attempt to distribute assigned on-call time equitably. This paragraph does not preclude a Nurse from volunteering to be on-call.
- 2. On-call is time during which a Nurse is required to be available for immediate reporting to work. A Nurse is not considered to be in on-call status unless the University has previously scheduled the Nurse for the assignment. The University shall establish volunteer lists for meeting on-call needs. Only in the event that not all on-call needs are met, the University retains the right to determine the need for, and the assignment of, on-call time. The University shall meet with the Association upon request to discuss alternative solutions when a pattern of assigned call develops in a particular unit.
 - a. At UCD, UCI, UCLA, UCSD, a Nurse who is called in to the work site from on-call status will be paid in accordance with the following provisions:

- 1) When the hours worked are part of the Nurse's regularly scheduled shift, the Nurse will be compensated at their regular rate for hours actually worked.
 - 2) When the hours worked are in addition to the Nurse's regularly scheduled shift, the Nurse shall be paid two (2) hours straight-time pay, or time and one-half (1½ X) pay for hours actually worked, whichever is greater.
 - 3) If the Nurse returns to the facility from on-call status a second time during the initial two-hour guarantee period, no additional guarantee shall apply.
- b. At UCSF, a Nurse who is called in to the work site from on-call status shall receive two (2) hours pay at time and one-half (1 ½ X) or time and one-half (1 ½ X) pay for hours actually worked, whichever is greater. If the Nurse returns to work from on-call status a second time during the initial two hour guarantee period, no additional guarantee shall apply.
3. On-call rates shall be as listed in Appendix A. A Nurse called in to work from on-call status shall be assigned by the University to perform available work.
 4. A Nurse who is required to work without physically reporting to a work site (for example, phone consultation) shall receive pay for such time actually worked. Such pay shall be at overtime rates if applicable under Section M.

M. OVERTIME

1. Assignment of Overtime

- a. The University shall decide when overtime is needed and which Nurses will be assigned overtime. Overtime must be approved in advance by the University.
- b. There shall be no mandatory overtime except in a University-declared emergency, including responses to local, state, or federal emergency situations.
- c. The University will ask for volunteers before assigning overtime and shall attempt to distribute overtime work assignments equitably based on the Nurse's ability to perform the work. As soon as the need for overtime is determined, the University shall notify the Nurse that overtime must be worked. Nurses are expected to work overtime when such work is assigned, provided that they are competent to perform the work.
- d. Overtime shall not be assigned except after the University has exhausted the following procedures:
 - 1) Soliciting volunteers, including on duty and off duty RN staff
 - 2) Soliciting Per Diem Nurses, including on duty and off duty Per Diem Nurses
 - 3) Utilizing supplemental RN staff, except at UCD
- e. The University shall meet with the Association upon request to discuss alternative solutions when a pattern of mandatory overtime develops in a particular unit. Every reasonable effort will be made to ensure that no Nurse

shall be required to work more than sixteen (16) consecutive hours in situations of mandatory overtime.

2. Compensation of Overtime

- a. Hours paid at the regular rate of pay, e.g., compensatory time, jury duty leave, vacation pay except terminal vacation pay-out, sick pay, and holiday pay count toward the accumulation of UCRP credits. Hours paid in excess of a regular full-time schedule, pursuant to §B.2., above, shall not count toward the accumulation of UCRP credits.
- b. Except as provided in §M.2.c.2., below, actual work for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to Article 20 - Leaves of Absence.
- c. Except as provided in §N., below, Nurses shall be compensated for overtime worked at one and one-half (1 ½ X) times the straight-time rate when the following conditions apply:
 - 1) Designated eight-hour Nurses who are assigned to a fourteen (14) consecutive day work period shall receive the time and one-half (1 ½ X) overtime rate after eighty (80) hours of actual work in the fourteen (14) day period. In addition, such Nurses shall be compensated at one and one-half (1 ½ X) times the regular straight time rate for hours worked which exceed eight (8) hours of actual work in any work day within the fourteen (14) day work period. Any payment at the time and one-half (1 ½ X) rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half (1 ½ X) compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.
 - 2) Nurses who are assigned to a seven (7) consecutive day work period of forty (40) hours of actual work in one (1) workweek shall receive the regular straight time rate for hours of overtime not exceeding forty (40) hours of actual work in a workweek, and shall receive the time and one-half (1 ½ X) overtime rate after forty (40) hours of actual work in a workweek. For Nurses on 8/40 and 10/40 schedules only, "hours of actual work in one workweek" shall include time on holiday and vacation pay in the workweek.
 - 3) In addition, the University shall pay Nurses time and one-half (1 ½ X) pay after shift. For the purposes of this paragraph only, a shift is defined as a minimum of eight (8) hours.
- d. Except UCSF, Nurses shall be compensated for overtime worked at double (2x) the straight time rate for all consecutive hours worked in excess of twelve (12) hours. At UCSF, Nurses shall be paid double time (2x) for hours worked in excess of twelve (12) hours in a work day or twelve (12) consecutive hours.

3. Compensatory Time Bank

- a. Overtime will be paid at the appropriate rate or, following the mutual agreement of the University and the Nurse, will be compensated in the form of

compensatory time. Compensation for overtime, whether in compensatory time off or pay, shall be in accordance with §M.2, above.

- b. Compensatory time shall be paid or scheduled by the University at least twice per year. However, the University shall not pay out any Nurse's compensatory time bank below thirty-six (36) hours.
 - 1) Nurses shall be allowed to use compensatory time to supplement scheduled work days on which the Nurse's pay will be less than their normal work shift. Examples of such days include days on which the Nurse has been placed on emergency layoff, or on which educational or holiday pay is less than the Nurse's normal shift.
 - 2) A Nurse may request scheduling of banked compensatory time. The University shall not unreasonably deny a Nurse's request for the scheduling of banked compensatory time off subject to the needs of the University. Nurses shall be permitted to schedule compensatory time in blocks of time equal to the Nurse's regular shift schedule. Once the University has approved a Nurse's request to schedule banked compensatory time, the University shall not unreasonably rescind such approval. However, a Nurse at the Berkeley Student Health Service may request scheduling of banked compensatory time in accordance with the procedures established in Article 3 – Positions, of this Agreement.
 - 3) Accumulation of compensatory time is limited to no more than two-hundred forty (240) hours. The University shall pay a Nurse for hours of overtime that exceed 240 hours.
- c. Compensatory Time at UCSF Medical Center
 - 1) Nurses at UCSF Medical Center shall be allowed to be paid for holiday time in their compensatory time off (CTO) bank at the straight time rate in the event that a Nurse works on a holiday. Nurses at UCSF Medical Center will be allowed to be paid for overtime or place overtime in their compensatory time bank at the rate at which it is earned. The individual Nurse's CTO balance cannot exceed one-hundred twenty (120) hours.
 - 2) If a Nurse elects to defer the time to the CTO bank, the Nurse must make the decision to do so by April 15th of each year. Forms will be made available to facilitate this process. The default for all Nurses is to be paid for overtime and holiday time. If a Nurse elects the CTO option, all holiday hours on holidays worked and overtime hours will be placed in the CTO bank.

N. GENERAL PROVISIONS

There shall be no duplication, pyramiding, or compounding of any premium wage payments.

O. REST BETWEEN SHIFTS

1. A work period not preceded by at least six (6) hours off will be paid at time and one-half (1 ½).
2. Consistent with the principles of patient safety and RN safety, if a Nurse returns to work from on-call status, and there is less than a six (6) hour interval between the conclusion of

the “return to work” status and the start of the Nurse’s immediately following regularly-scheduled shift, and the Nurse is too tired to work that shift, the Nurse may request to be excused for part or all of that shift. A Nurse’s request to be excused for part of a shift shall be subject to mutual agreement between the Nurse and the University, and shall not be unreasonable denied. A Nurse’s request to be excused for all of the shift shall not be unreasonably denied. Unless the Nurse has requested to be excused, the Nurse is expected to work their regular shift.

3. The provisions of this section shall not apply in a situation where a Nurse has been off work for at least six (6) hours and subsequently returns to work from on-call status within two (2) hours or less immediately preceding the start of the Nurse’s next regularly scheduled shift.

P. ROTATION BETWEEN DAY/EVENING/NIGHT SHIFTS

1. The University may temporarily require shift rotation to ensure proper skill/competency mixes on all shifts.
 - a. The University will not require career Nurses with ten (10) or more years of UC Nurse service to rotate unless there is no qualified Nurse with less than ten (10) years of UC Nurse service available and the University, at the time of the rotation assignment, provides the Nurse with a written statement of the reasonable basis for such an assignment.
2. When the University requires a Nurse to change from a day, evening, or night shift to another shift, the Nurse shall receive at least forty-eight (48) hours between the shift rotations, unless the Nurse requests less time off.
3. The provisions of §P. do not apply to Nurses reporting in to work from on-call status or Nurses who volunteer.

Q. REPORTING PAY/WORK

A Nurse who reports for work as scheduled without receiving prior notice that their assignment is not available, shall perform any nursing work to which the Nurse may be alternately assigned by the University, for the duration of the assignment. If no alternate work is available, the Nurse shall be paid two (2) hours pay in lieu of work. In the event that the University has made reasonable attempts to notify the Nurse of the unavailability of work, or where the Nurse has not called in to verify the availability of work when required to do so, work or pay need not be provided.

R. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications, calculations, covered hours and rates currently in effect shall remain in effect for employees at the Lawrence Berkeley National Laboratory and shall supersede the provisions of this Article where in conflict with the Agreement.

ARTICLE 15

BENEFITS

A. GENERAL CONDITIONS

1. Eligible Nurses may participate in a number of retirement, medical, dental, and other benefit programs to the same extent as other eligible policy-covered staff employees of the University, except as provided below.

B. RETIREMENT

1. The University may, at its option during the term of this Agreement, alter its retirement system plans (UCRS / UCRP). Such alterations include, but are not limited to, altering eligibility criteria, establishing new coverage, altering or deleting current coverage, or altering employee and University rates of contribution. All UCRP-eligible Nurses (regardless of date of hire or UCRP tier placement) shall contribute to the UCRP expressed as a percentage of covered compensation, as follows: a gross rate of 9% effective July 1st, 2014. The contributions for Nurses, who are 1976 Tier members, will continue to be offset by \$19 per month. The University may not require employee contributions to the UCRP which exceed the foregoing amounts, nor may the University reduce the UCRP retirement benefits formula of NX bargaining unit employees, without meeting and conferring with the Association over this subsection 15.B.
2. In the event the University makes alterations to its retirement system plans, the changes will apply to Nurses eligible to participate in the plans within the unit in the same manner as they apply to other eligible policy-covered staff employees at the same campus/laboratory. The sole exception shall be any alterations proposed by the University that affect only bargaining unit Nurses. In such cases, the University agrees to meet and confer with respect to the proposed change.
3. For Nurses hired, rehired following a break in service, or who become UCRP-eligible on or after July 1st, 2013, the pension benefits shall be as follows:

The 2013 Tier benefit provisions shall apply, with two exceptions:
 - a. The earliest retirement age and age factors shall be the same as for the 1976 Tier (2.5% age factor at age 60, eligible for early retirement at age 50).
 - b. Retiring Nurses may elect either a lump sum cash-out of pension benefits or annuitized payments (same as 1976 Tier payment options).
4. Retiree Health Program Eligibility
 - a. Any Nurse in a UCRP-eligible position as of the date of ratification (November 26, 2013) will be grandfathered for the purpose of determining retiree health program eligibility (graduated eligibility beginning at age 50 with 10 years of service credit). Such eligibility shall be in accordance with Appendix B-3. Any Nurse hired, rehired following a break in service, or who becomes UCRP-eligible after the date of ratification will be subject to the new Graduated Retiree Health Program Eligibility (graduated eligibility beginning at age 56 with 10 years of service credit) as shown in Appendix B-3.

C. HEALTH BENEFITS

1. The University health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change specific plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability which may change from year to year. A brief outline of the University's health and welfare plans is found online at UC Benefits website and is for informational purposes only.
2. In calendar year 2018 (Nurses will transition to the 2018 health and welfare rates immediately following ratification), and in subsequent calendar years, the University and employees shall pay the amount appropriate to the employee's pay band and the employee's selected coverage category (single, adult + children, two adults, or family) and health plan. See UC Benefits website for current rates.
3. Except as provided below in paragraph C.3.a, the University may, at its option during the term of this Agreement, alter the terms of its health and welfare programs (for both employees and retirees), including but not limited to plan design, contribution rates, eligibility criteria, and carriers.
 - a. Continuing in calendar year 2019, increases in employee contribution rates for the Kaiser and Health Net Blue and Gold plans shall not exceed \$25 per month (up to aggregate increase of \$300/year) over the prior year for each year of the agreement.
4. The costs for plans to which the University does not contribute are to be paid by bargaining unit Nurses normally through payroll deduction.
5. Payband placement for any year is based on the Nurse's January 1 full-time annualized salary as of the previous year. For example, for the 2018 calendar year, the placement is based on the Nurse's January 1, 2017 full-time annualized salary. Such salary does not include stipends, shift differentials or other ancillary pay. Paybands are generally adjusted annually, using the California Consumer Price index.

ARTICLE 16

HEALTH AND SAFETY

A. GENERAL CONDITIONS

1. Within the overall University responsibility to provide medical care, the University shall make reasonable attempts to furnish and maintain in safe working condition the workplace and equipment required, in order that Nurses within the bargaining unit might carry out the duties of their positions.
2. The Association and the University agree that exposure to risks from the patient populations the University treats is inherent in Registered Nurse employment. The University shall make reasonable attempts to provide bargaining unit Nurses with such equipment, methods, practices, processes and procedures, as well as information and training on communicable illness and disease and notifications as to patients with or suspected of having a communicable disease, as are necessary under applicable law to afford a working environment as safe and healthful as the nature of Registered Nurse employment reasonably permits.

B. ASSIGNMENTS

1. A Nurse within the bargaining unit shall not be assigned to any task abnormally dangerous or hazardous at the Nurse's place of employment. An abnormally hazardous or dangerous task shall be defined as those tasks, the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a given job. In the event a Nurse within the bargaining unit regards an assigned task as abnormally dangerous the Nurse shall notify the immediate supervisor of the claim that the task assigned is abnormally dangerous. The supervisor shall make workplace task performance and/or task assignment changes consistent with health and safety considerations. The supervisor, after consulting with the Nurse, may direct the Nurse to perform the task, or may assign the affected Nurse to other available work consistent with the work usually performed by the Nurse.
2. The University shall make reasonable accommodations in work assignments for Nurses who are pregnant and for lactating mothers as required by law, including adequate and accessible facilities for expressing breast milk in close proximity to the Nurse's work area.

C. SAFE LIFTS AND TRANSFERS

Each hospital location shall implement and maintain a lift policy for all patient care units, and shall provide training for employees in the implementation of the unit lift programs in UC medical centers. For the purposes of this Article, a "lift policy" means replacing manual lifting and transferring of patients with powered patient transfer devices, lifting devices, and/or lift teams, consistent with the professional judgment and clinical assessment of the RN. Each hospital location will provide training to health care workers on the appropriate use of lifting devices and equipment. Training for these health care workers shall include body mechanics and the use of lifting devices to safely handle patients.

D. RELATED GRIEVANCES

1. If the matter is not resolved to the satisfaction of the Nurse and/or the Nurse carries out the task, the Nurse may later file a grievance in accordance with the grievance procedure

of this Agreement. If the Nurse unreasonably refuses to perform the task, the Nurse may be subject to discipline. A Nurse may not be disciplined for appropriately raising safety concerns.

2. If, as a result of the filing of a grievance relative to an abnormally dangerous or hazardous task assignment, the University and the Association agree as to the existence of such abnormally hazardous or dangerous assignment, the University shall correct such situation within a reasonable time and utilizing funds as available.
3. The University and the Association acknowledge that the University's ability to comply with the provisions of this Article is subject to the availability of budgeted funds for the accomplishment of such actions which may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, award, and/or arbitration decision rendered pursuant to a grievance/ arbitration related to the provisions of this Agreement and Article. The University and the Association agree that the availability of such specifically budgeted and available funds shall be a contingency upon which the University's compliance with a settlement award, arbitrator's decision, and/or order of enforcement of such decision relative to a grievance or arbitration related to this Article shall be dependent. In such cases, the University shall take reasonable measures to alleviate the problem pending budgetary considerations. The University shall seek to expedite budgetary approval to solve the problem.
4. In the case of a suspected outbreak of a communicable disease and when the University requires testing and provides treatment for such communicable disease of patients and/or Nurses who are non-members of the bargaining unit represented by this Agreement, the University shall offer such tests and treatment for bargaining unit Nurses within the appropriate affected work areas at no cost to the Nurses. In case of a work-incurred illness or injury which is compensable under the Workers' Compensation Act, the University shall provide such treatment to the Nurse within the bargaining unit as may be required by the Act.

E. INFECTIOUS DISEASE AND HAZARDOUS SUBSTANCE PROTECTION

The University is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state and federal health and safety laws and regulations regarding infectious disease and hazardous substance exposure, including providing the necessary personal protective equipment, training and education. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be in effect.

1. The University will endeavor to protect Nurses from infectious disease and hazardous substance exposure in the following ways:
 - a. The University shall provide protocols and personal protective equipment (PPE) based on the type and nature of the disease or substance.
 - b. The University shall engage in the Interactive Process with any Nurse who reports an allergy or sensitivity associated with University-provided PPE to determine if there is a reasonable alternative.
 - c. The University shall provide training and education, at least annually, for all Nurses who may be exposed to patients, their bodily fluids, or other potentially infectious or hazardous materials.

- d. There will be additional training and education as needed based on new conditions related to infectious diseases and other hazardous substances.
- e. Consider suggestions from the PPC as to what modifications should be made in improving protections from infectious disease and hazardous substance exposure.

F. WORKPLACE VIOLENCE PREVENTION

The University and the Association agree that the workplace should be free from violent and/or aggressive behaviors. The University is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state and federal health and safety laws and regulations. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be in effect.

- 1. Workplace violence is defined in state law and University policy.
- 2. The University will endeavor to protect Nurses from workplace violence in the following ways:
 - a. Make available to all Nurses copies of the University Workplace Violence Plan and Policy.
 - b. Provide training to all employees regarding the Workplace Violence Plan and Policy.
 - c. Consider suggestions from the PPC as to what modifications should be made in improving the Workplace Violence Plan and Policy, local Workplace Violence prevention procedures, and/or training content.
- 3. In the event a Nurse is injured during an incident of workplace violence, the University will immediately provide medical care/first aid to the injured Nurse(s), if needed, and will take necessary safety precautions in accordance with state law and University policy.

G. SEXUAL HARASSMENT PREVENTION

The University is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, free from acts of sexual harassment and sexual violence, including, but not limited to, sexual assault, relationship violence, stalking. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be in effect.

- 1. The University prohibits sexual harassment and sexual violence and retaliation against employees based on their report of prohibited behavior and/or participation in an investigation, report, remedial, or disciplinary process provided for in the SVSH Policy. The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent and correct behavior that violates the law and/or the Sexual Violence and Sexual Harassment (“SVSH”) Policy.
- 2. Reports of alleged violations of the SVSH Policy may be addressed through the complaint procedure embedded in the policy. These may include interim measures and/or alternate resolutions. Interim measures may include training and education for the Respondent, no-contact remedies, and/or changes in work location, work schedule, unit, department, or position for which the Nurse is qualified provided that, in the case of the Complainant, the change is voluntary and equitable. Alternate resolutions may include mediation, separating the parties, providing for safety, or education and training. A complete list with definitions of prohibited behavior, retaliation, interim measure and

alternate resolution can be found in the University of California Sexual Violence and Sexual Harassment Policy.

3. The University will endeavor to protect Nurses from sexual harassment and sexual violence in the following ways:
 - a. Make available to all Nurses copies of the University Sexual Violence and Sexual Harassment Policy.
 - b. Provide training to all employees regarding the SVSH Policy.
 - c. Consider suggestions from the PPC as to what modifications should be made in improving the SVSH Policy, local SVSH procedures, and/or training content.
 - d. Provide Nurses with person(s) to whom they can report sexual violence or sexual harassment who are outside their supervisory reporting structure.

H. INPUT FROM THE PRACTICE COMMITTEE

Health and Safety issues identified and raised by the Professional Practice Committee (PPC) shall be presented to the appropriate Health and Safety Committee by the Chief Nursing Officer (CNO).

ARTICLE 17 VACATION

A. VACATION CREDIT

1. A Nurse is eligible to accumulate vacation credit if appointed at fifty percent (50%) or more of full-time for a period of six (6) months or more.
2. After a campus implements the following Factor Accrual System, an eligible Nurse shall earn vacation credit each month or quadri-weekly cycle based on the number of hours on pay status for that month or quadri-weekly cycle at the following rates:

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

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

** Full-time rate.

3. A month of service at one-half (½) time or more is a month of qualifying service.
4. A Nurse is eligible to earn vacation credit from their date of hire, prorated in accordance with the above, if appointed at fifty percent (50%) or more of full-time for a period of six (6) months or more. A Nurse who is not eligible to earn vacation because of a part-time or short term appointment becomes eligible to earn vacation after six (6) continuous months or quadri-weekly cycles on pay status at fifty percent (50%) time or more. Time on pay status in excess of a full-time work schedule does not earn vacation credit.
5. Earned vacation for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate vacation credit for an eligible Nurse who is separating from employment shall be credited at the completion of the last day on pay status. A full-time Nurse on the Factor Accrual System may earn vacation credit to a maximum stated in §A.2., above. A full-time Nurse on the Table Accrual System may earn vacation credit to a maximum of two (2) times the Nurse's annual accumulation rate. A part-time Nurse may earn vacation credit to the same maximum number of hours as a full-time Nurse with comparable years of service.

B. VACATION SCHEDULING

1. A Nurse may request vacation. When vacation schedules are established, they shall be established in accordance with normal scheduling practices and in accordance with the needs of the University. Upon request, the approved vacation schedule shall be provided to a Nurse. Vacation requests shall not be unreasonably denied. Criteria used in

establishing vacation schedules include, but are not limited to: the Nurse's skills and skill level, previous usage of the same time period by a Nurse in the previous year, the Nurse's preference for vacation dates, staffing levels, and/or the Nurse's length of service in a manner determined by the employing unit. Using the criteria outlined in this paragraph, units will make reasonable efforts to grant a Nurse's request for a full workweek vacation. Workweek as used in this section is defined in Article 14, §A.

2. An approved vacation request shall not be unreasonably canceled.
3. The University will endeavor to respond to a Nurse's additional vacation request(s) within ten (10) calendar days of their request for use of vacation.

C. VACATION CREDIT USE

Vacation credit is accumulated from the date of hire. A Nurse may use vacation from the date of accrual, but no vacation shall be used prior to the time it is credited.

D. VACATION MAXIMUMS

1. Prior to the date on which a Nurse's vacation credit will reach the maximum allowable accumulation, the University shall provide the Nurse with at least ninety (90) days notification.
2. The Nurse shall request dates for use of the vacation at least sixty (60) days prior to the maximum accumulation. Upon request, a Nurse shall be granted vacation before the Nurse's accumulated credit reaches the maximum. If a vacation cannot be authorized due to operational considerations, the Nurse shall have an additional three (3) months in which to take vacation to bring their accrual below the maximum. A request made at least thirty (30) days in advance for vacation to be taken during the three-month extension period will not be denied, provided the requested vacation is not to be taken between November 15 and the following January 15. If a portion of the three month extension occurs between November 15 and the following January 15, the three month extension will be adjusted accordingly. During the extension, vacation shall continue to accrue.

E. VACATION PAY

1. Pay for accumulated vacation shall be at the Nurse's straight-time rate including any shift differential for Nurses permanently assigned to off-shift.
2. A Nurse who separates from employment or who is granted extended military leave shall be promptly paid for any accumulated vacation through the Nurse's last day of work, except that a Nurse who is retiring may use accumulated vacation up to the effective date of retirement.

F. TRANSFER OF VACATION CREDIT

A Nurse who is transferred, promoted, or demoted to another position at a University medical center or campus in which vacation credit can be accumulated shall have any accumulated vacation credit transferred. A Nurse who is transferred, promoted, or demoted to a position at a University medical center or campus in which vacation credit does not accumulate shall be paid for any accumulated vacation at the time of transfer. A Nurse who is transferred, promoted, or demoted to or from a Lawrence Berkeley Laboratory position shall be paid for any accumulated vacation at the time of transfer.

ARTICLE 18 HOLIDAYS

A. UNIVERSITY HOLIDAYS

1. The University shall observe the following days as administrative holidays:
 - New Year's Day
 - Labor Day (first Monday in September)
 - Martin Luther King, Jr. Day (third Monday in January, or announced equivalent)
 - Veterans Day (except LBNL)
 - Presidents' Day (third Monday in February, or announced equivalent)
 - Thanksgiving Day
 - Cesar Chavez Day (last Friday in March), or as provided in §B., below for Nurses working in medical centers.
 - Friday following Thanksgiving Day (or announced equivalent)
 - Memorial Day (Last Monday in May)
 - December 24 (or announced equivalent)
 - Juneteenth - June 19th (or announced equivalent)
 - Fourth of July
 - Christmas Day
 - December 31 (or announced equivalent)
2. Unless an alternate day is designated by the University, when a holiday falls on Saturday, the preceding Friday is observed, and when the holiday falls on Sunday the following Monday is observed as a holiday.
3. **Lawrence Berkeley National Laboratory observes the following days as administrative holidays:** New Year's Day, Martin Luther King, Jr. Day, Third Monday in February (or announced equivalent), Last Monday in May, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day (or announced equivalent), December 24 (or announced equivalent), Christmas Day, December 31 (or announced equivalent), and one Administrative Holiday to be selected by the Lawrence Berkeley National Laboratory.

B. CESAR CHAVEZ DAY FOR NURSES AT MEDICAL CENTER HOSPITALS

1. Each member of the unit who works at a medical center hospital or clinic who is not working on an academic calendar shall be entitled to one (1) personal holiday in recognition of Cesar Chavez, under the following circumstances:
 - a. The nurse is a member of the unit on March 1, 2005, and each year thereafter, and
 - b. The nurse uses the (1) day between March 1 and February 28th of the following year.
2. In the event the nurse does not use the Personal Holiday time prior to February 28th following the year in which it was accrued, the University will have the discretion to compensate nurses for the Personal Holiday time either by converting it to compensatory time and placing it into the nurse's holiday compensatory time bank, or by pay.
3. The University shall grant nurse requests to use the holiday time in accordance with hospital and clinic scheduling needs and shall not unreasonably deny such requests.

C. MAJOR HOLIDAYS

Major holidays are designated for scheduling purposes, only. Major holidays are defined as Thanksgiving and the day after, December 24 and Christmas, and December 31 and New Year's Day. The University will guarantee each member of the unit the opportunity to take one (1) of those two-day periods off regardless of the dates on which the University celebrates those holidays. Census permitting, the University will endeavor to grant one (1) additional two-day period. Straight time holiday pay eligibility shall be determined by the official University holiday schedule.

D. HOLIDAY TIME/PAY

1. **Compensation for Holidays** – All eligible nurses shall receive holiday time for the holidays provided for in this Article, except as provided in §B., above, whether or not the holiday is worked. Payment for the holiday shall be by actual straight time pay including any eligible shift differential, in accordance with local practices, for nurses assigned to off shifts, unless the nurse and the University mutually agree to straight time compensatory time off.
 - a. An eligible full-time nurse shall receive eight (8) hours of holiday time, regardless of their work schedule.
 - b. An eligible part-time nurse in pay status at least fifty percent (50%) of the hours in the appropriate pay cycle, excluding holiday hours, shall receive proportionate holiday time, up to the maximum of eight (8) hours per holiday.
 - c. Such holiday time is calculated on the number of hours in pay status in the month (for monthly paid nurses) in which the holiday

falls, or (for bi-weekly paid nurses) the two pay periods immediately preceding the pay period in which the holiday occurs.

2. Pay for Holidays Worked In addition to the §D.1., above, a nurse shall be paid for all hours actually worked on the named holidays in accordance with the following:

a. A nurse shall be paid at the rate of time and one-half (1½ X) regular pay for hours actually worked on the following holiday dates, only, and no alternate dates may be designated by the University. Hours worked on a holiday shall count toward weekly overtime calculations, and time and one-half (1 1/2x) paid on a holiday shall not affect such computations.

- 1) New Year's Day (January 1)
- 2) Martin Luther King Jr. Day (nationally designated day)
- 3) Memorial Day (nationally designated day)
- 4) Fourth of July
- 5) Labor Day (nationally designated day)
- 6) Thanksgiving Day (nationally designated day)
- 7) December 24
- 8) Christmas Day (December 25th)

b. A nurse shall be paid regular pay at the straight-time rate for hours actually worked on all other holidays.

3. Holiday Time as Compensatory Time – When Holiday time is placed in a compensatory time bank, such bank shall be a straight-time holiday bank, and shall be kept separate from any other compensatory time bank. Holiday compensatory time banks shall be paid out in accordance with Article 14, §M.3., Compensatory Time Bank.

4. Illness During a Holiday – In the event a nurse who was scheduled to work on a holiday calls in sick, the nurse shall be paid their appropriate sick pay, and the holiday shall be either paid or put in to a compensatory bank at the straight time rate.

E. RELIGIOUS OBSERVANCE

By charging time off to vacation, compensatory time off, or leave without pay, a nurse may observe a special or religious holiday if the University determines that work schedules permit. The University shall make a reasonable effort to accommodate the request of a nurse to take time off for a religious observance.

F. ELIGIBILITY

An eligible nurse on pay status on the nurse's last scheduled work day before the holiday and first scheduled work day after the holiday shall receive holiday pay. No nurse shall receive holiday pay for any holiday that is immediately preceded by, occurs during, or is followed by an unauthorized absence or a disciplinary suspension.

G. TEMPORARY LAYOFF

A full-time nurse on a temporary layoff of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday which occurred during that period.

H. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, and qualifications relative to holiday pay for new, rehired, or terminating full-time employees shall remain in effect for employees at the Laboratory and shall supersede the provisions of §D., above where in conflict.

ARTICLE 19 SICK LEAVE

A. ACCUMULATION OF SICK LEAVE CREDIT

1. Under the Factor Accrual System, an eligible Nurse shall earn sick leave credit at the rate of .046154 hours per hour on pay status, including paid holiday hours but excluding all paid overtime hours.
2. For campuses retaining the Table Accrual System, an eligible Nurse shall earn sick leave credit at the rate of eight (8) hours per month for full-time employment. Sick leave credit is earned proportionately, as set forth in the Sick Leave Credit Table in Appendix H, for hours on pay status over one-half (1/2) of the full-time working hours of the month but less than full-time.
3. Until a campus implements the Factor Accrual System, current accrual practices will remain in place.
4. A Nurse must be on pay status for at least one-half (1/2) of the working hours of a month or quadri-weekly cycle to earn sick leave credit for that month or quadri-weekly cycle. Time on pay status in excess of a full-time work schedule does not earn sick leave credit. Sick leave is earned during leave with pay. The number of sick leave hours which may be accumulated is unlimited. For the purposes of this Agreement, a quadri-weekly 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.
5. For Nurses on either system, earned sick leave for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate sick leave credit for an eligible Nurse who is separating from employment shall be credited at the completion of the last day on pay status.

B. ELIGIBILITY AND USE OF ACCUMULATED SICK LEAVE

Sick leave cannot be used in excess of the Nurse's normally scheduled hours of work for the day or days for which the sick leave is claimed. Sick leave shall not be used prior to the time it is credited nor shall sick leave be used beyond a predetermined separation date. Sick leave is to be used for personal illness or disability, medical or dental appointments, and, as provided below, for illness or death of a family member. No Nurse shall be disciplined for reasonable use of sick leave.

C. PREGNANCY-RELATED USE OF SICK LEAVE

A Nurse on Pregnancy Disability Leave shall use accumulated sick leave in accordance with the University's disability plan. Nurses who are not eligible for University disability benefits shall use accumulated sick leave during Pregnancy Disability Leave. In the event that the Nurse's accumulated sick leave is exhausted before the Nurse's Pregnancy Disability Leave ends the Nurse shall have the option to use accrued vacation or compensatory time prior to taking Pregnancy Disability Leave without pay in accordance with Article 20, Leaves of Absence, §C.

D. SICK LEAVE VERIFICATION

The University may require reasonable proof sufficient to justify the Nurse's sick leave absence when an absence exceeds three (3) consecutive scheduled days of work; or for shorter periods with good cause and prior notice to the Nurse.

E. FAMILY ILLNESS

1. A Nurse shall be permitted to use not more than thirty (30) calendar days of accrued sick leave in any calendar year when the Nurse is required to be in attendance or to provide care because of illness of the Nurse's spouse, domestic partner, parent, grandparent, child, grandchild or sibling. This provision also covers other related person(s) residing in the Nurse's household.
2. When sick leave is used as provided in this Section during Family and Medical Leave (FML) that a Nurse takes to care for a child, parent, spouse, or domestic partner, in accordance with Leaves of Absence, Article 20, §C.3., such time shall be deducted from the Nurse's FML entitlement of twelve (12) work weeks in a calendar year.
3. When sick leave is used as provided in this Section during FML that the Nurse takes as Military Caregiver Leave, as defined in Leaves of Absence, Article 20, §C.6., such time shall be deducted from the Nurse's leave entitlement for Military Caregiver Leave of twenty-six (26) workweeks in a single twelve-month leave period, as defined in Leaves of Absence, Article 20, §C.6.a.(8).

F. ILLNESS DURING VACATION

If, while on vacation a Nurse becomes ill and is under the care of a health care provider and submits a health care provider's statement, the Nurse may use sick leave for the personal illness. Use of sick leave for the care of a family member is not covered during the Nurse's vacation.

G. TRANSFER OF SICK LEAVE

1. A Nurse transferred, promoted, or demoted without a break in service to or from a position within this unit shall have any accumulated sick leave transferred if the Nurse is moving to a position in which sick leave can be accumulated.
2. A Nurse transferred, promoted, or demoted out of this unit shall have any accumulated sick leave transferred if the Nurse is moving to a position where sick leave can be accumulated. A Nurse transferred, promoted, or demoted out of this unit to a position which is not eligible for sick leave shall have the Nurse's accumulated sick leave held in abeyance or paid out, at the Nurse's option. If the Nurse should subsequently move without a break in service to a position within the University which is eligible for sick leave, the previously accumulated sick leave would be restored. A Nurse who is laid off and recalled into this unit within the Nurse's period of recall eligibility shall have all accumulated sick leave from prior service reinstated.
3. A Nurse who is transferred, promoted, demoted, recalled, or preferentially rehired into a different bargaining unit shall have the accumulation, use and transfer of sick leave governed by the policies and/or contracts covering Nurses in that bargaining unit.

H. REINSTATEMENT OF SICK LEAVE

A Nurse re-employed into this unit after a break in service of less than six (6) months shall have accumulated sick leave from prior service reinstated if the new position is one which is eligible for sick leave.

I. CONVERSION OF SICK LEAVE ON RETIREMENT

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

J. CATASTROPHIC LEAVE

Policies, procedures and definitions regarding Catastrophic Leave, shall remain in effect, for employees at the locations which have Catastrophic Leave Sharing programs currently in place.

ARTICLE 20 LEAVES OF ABSENCE

A. GENERAL PROVISIONS

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

1. **Definition** – The provisions of this Section (A.1.a.-g.) are for general descriptive purposes only, and are not subject to the grievance or arbitration provisions of this Agreement. The remainder of the Article is subject to the provisions of Article 27, Grievance Procedure, and Article 28, Arbitration.
 - a. The term Family and Medical Leave (FML) is used when referring to a leave under the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or the California Pregnancy Disability Leave Law (PDLL).
 - b. If a nurse who is eligible for FML takes such a leave for their own serious health condition (as defined in §C.1.a., below), the absence from work will be deducted from the nurse's FML entitlement. If a nurse is ineligible for FML or if the nurse has exhausted their FML entitlement for the calendar year, an approved Disability Leave of absence or Personal Leave may be provided for the period(s) an eligible nurse is absent from work for verifiable medical reasons as provided in this Article.
 - c. Disability Leave is used to describe the medical leave of absence provided to nurses in accordance with §B. in this Article.
 - d. Leaves of absence for pregnancy-related disability purposes may be granted under the provisions of FMLA, PDLL, University Disability Leave, and/or Personal Leaves of Absence.
 - e. Non-medical leaves of absence for child-caring may be provided in accordance with the Parental Leave provisions for FMLA and CFRA, the University Childcaring Leave, and/or Personal Leaves of Absence. Such leaves may be taken in paid or unpaid status as provided in this Article. If the non-medical leave of absence qualifies as FML as defined in §C., below, the absence from work, in paid or unpaid status, is deducted from the nurse's FML entitlement.
 - f. Other non-medical leaves of absence without pay may be provided to nurses under the provisions of Personal Leave of Absence, as provided in §I., below.
 - g. Non-medical leaves of absence with pay may include leave for jury duty, voting, blood donations, attendance at certain administrative

or legal proceedings, authorized emergencies, and some military leaves, as provided in this Article.

2. **Cumulative/Concurrent Nature of Leaves of Absence** – To the extent that leaves under this provision are for a covered FMLA, CFRA or PDLL purpose, those leaves shall run concurrently with FMLA, CFRA or PDLL as appropriate, and shall not be cumulative.
3. **Requests for Leave** – Except for FML, requests for leaves of absence including extensions to leaves shall be submitted in writing in accordance with departmental procedures.
 - a. Requests for leaves of absence and extensions to leaves, both in paid and unpaid status - except for leaves covered under FML (see §C.1.d.) 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, except as otherwise provided below.
 - b. All requests for leaves of absence shall contain the requested beginning date and duration of the leave, and any additional information as required in this Article.
4. **Notice**
 - a. Except as provided in §C. Family and Medical Leave, when the need for leave is foreseeable, the nurse shall give the University thirty (30) calendar days written notice of the need for leave.
 - b. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the nurse must provide notice of the need for leave as soon as practicable, but no later than five (5) calendar days after learning of the need for the leave.
5. **Certification for Medically-Related Leaves and Extensions Except for FML**
 - a. University may require certification prior to leave starting - Upon written request from the University, a nurse must provide written certification satisfactory to the University for medically-related leaves no later than fifteen (15) days after learning of the need for the leave. The University also requires a nurse to provide recertification before approving a nurse's request for an extension to the leave of absence. Failure to provide a certification or a recertification may result in the delay or denial of the request for leave.
 - b. Certification of ability to return to work from medical leaves – A nurse must provide evidence of the ability to return to work from a medical leave of absence satisfactory to and subject to verification by the University. Such proof shall be provided by the nurse's health care provider and shall include, but shall not be limited to, a statement that the nurse is able to return and perform the essential

assigned functions of the nurse's job, with or without reasonable accommodation.

- c. Extensions of leave - If there is a need to extend the medical leave, a nurse must notify the University in writing in accordance with departmental procedures prior to the expiration of the leave, and must furnish evidence of the continuing disability from the nurse's health care provider.
- d. Extensions shall not be granted - A nurse shall not be granted a leave of absence beyond the ending date of the nurse's appointment or predetermined date of separation.

- 6. **Confirmation of Leave Status** – Except for FML, the University shall provide the nurse with written approval or denial of a requested leave within ten (10) calendar days of receipt of all required information, including certification. If the University grants the leave, the duration and terms of the leave and the anticipated date of return will be in the written approval statement. For FML, the University will provide the Designation Notice to the Nurse within 5 business days of receipt of the required information absent extenuating circumstances.

7. **Pay Status While on Leave**

- a. When a nurse is on an approved Leave of Absence for the nurse's own medically-related purposes, including pregnancy-related leave purposes, the nurse must use accrued sick leave prior to being in unpaid status.
- b. When a nurse is required to be in attendance or provide care because of illness of their spouse, domestic partner, parent, grandparent, child, grandchild, sibling or other related person residing in the nurse's household, the nurse shall be permitted to use not more than thirty (30) calendar days accrued sick leave pursuant to Article 19, Sick Leave, §E.
- c. Leaves other than those provided in §A.7.a. and b., above, are unpaid, except as provided in §I., Leaves of Absence With Pay. However, a nurse on an unpaid leave may use accrued vacation, sick leave, and/or compensatory time to remain in pay status, in accordance with the provisions of this Article relative to the type of leave taken.

- 8. **Duration** – The duration of different leaves of absence vary, and are specifically covered in the relevant sections of this Article.

9. **Benefit Eligibility While on Leave Without Pay**

- a. If a nurse is in pay status for at least fifty percent (50%) of a calendar month or quadri-weekly cycle in which a leave of absence in unpaid status occurs, the nurse will receive a prorated vacation, sick leave, and retirement credit for that time.

- b. An eligible nurse on approved leave without pay other than FML may elect to continue certain University-sponsored benefit coverage for up to the time specified in the insurance regulations by remitting premiums due, as instructed in the plan documents, during the period of the approved leave. The group insurance regulations and the regulations of the retirement systems determine the effects of leave in unpaid status on University benefits.
 - c. A nurse shall have University-provided health benefits continued for the period of FML accordance with §C.1.i., below.
 - d. Approved leave without pay shall not be considered a break in service. If a nurse is on approved leave without pay for a full month or quadri-weekly cycle, sick leave, vacation, and seniority do not accrue. Retirement credit shall accrue in accordance with the provisions of the University of California Retirement Plan (UCRP) or the applicable retirement plan.
10. **Return to Work** – When a nurse returns from an approved leave of absence other than FML within four (4) months, the nurse shall be reinstated to the same position in the same department upon expiration of the leave. When a nurse returns from an approved leave of absence after four (4) months, the nurse shall be reinstated to the same or a similar position in the same department upon expiration of the leave. If the position held has been abolished during the leave, the nurse shall be afforded the same considerations which would have been afforded had that nurse been on pay status when the position was abolished. For nurses returning after FML taken for any reason other than pregnancy disability, see the provisions of §C.1.j. below. For nurses returning after a Pregnancy Disability Leave of Absence, see the provisions of §D.5., below.

B. UNIVERSITY DISABILITY LEAVE OF ABSENCE

- 1. **General Provisions** – University Disability Leaves without pay of up to six (6) months are provided for non-work related illnesses, injuries, or serious health conditions (including pregnancy disability) which cause the nurse to be medically incapable of performing essential assigned functions of their job, with or without reasonable accommodation, for the period during which the disability is verified. An unpaid leave may be extended beyond six (6) months if the extension constitutes a reasonable accommodation. Time used by the nurse that qualifies as FML taken due to the nurse's serious health condition or pregnancy disability is contained within the total University Disability Leave cap of six (6) months. A disability leave requires the use of accumulated sick leave prior to the nurse being placed in unpaid status in accordance with the provisions of this Article and Article 19, Sick Leave. In the event a nurse's accumulated sick leave is exhausted, the nurse may elect to use accumulated vacation or compensatory time prior to being placed in unpaid status.

- a. In the event a nurse eligible for a University Disability Leave is also eligible for FML for the nurse's own serious health condition or pregnancy disability, the two leaves will run concurrently and, during the period of FML, §C.1.f. will apply with regard to the use of accrued paid leave.
 - b. In the event a nurse with a verified disability is not eligible for FML or has exhausted their entitlement to FML, the provisions of this Section will apply to their medical leave.
2. **Eligibility** – A nurse may be eligible for a disability leave of absence when the nurse has furnished evidence of disability satisfactory to the University that the nurse is medically incapable of performing the essential assigned functions of their job, with or without reasonable accommodation, due to a non-work related illness or injury, and
 - a. has exhausted their twelve (12) workweek FML entitlement in the calendar year; or
 - b. is not otherwise eligible for FML; or
 - c. has exhausted their four (4) month Pregnancy Disability Leave entitlement.
3. **Duration**
 - a. When the use of accumulated sick leave, any other paid time off, and a disability leave in unpaid status are combined, and the total University Disability Leaves exceeds six (6) months, the University will initiate a review to determine if medical separation is appropriate under Article 24, Medical Separation. However, if a nurse has more than six (6) months of accumulated sick leave, a disability leave can continue until the accumulated sick leave is exhausted, provided disability is verified during the entire period.
 - b. If the nurse submits medical verification satisfactory to the University that the nurse remains disabled for more than the six (6) months covered by University Disability Leave or beyond the exhaustion of accumulated sick leave in excess of six (6) months, a Personal Leave may be granted. If the University does not grant a Personal Leave, a nurse may be medically separated from employment in accordance with the procedures established in Article 24, Medical Separation.
 - c. A nurse on an approved University Disability Leave under this Section which exceeds the FML allotment shall have return to work rights in accordance with §A.10., of this Article.
 - d. For nurses on a Pregnancy Disability Leave, see §D. of this Article.
4. **Reasonable Accommodation, Modified Duty and Priority Reassignment**

- a. In a manner that is consistent with applicable state and federal law, the University shall provide reasonable accommodation to nurses who need assistance to perform the essential functions of their jobs because of a disability.
- b. If the nurse cannot be reasonably accommodated in their current position, a search for an alternative vacant position for which the nurse is qualified with or without reasonable accommodation will be conducted without the requirement that the position be publicized. The University may, if possible, make available alternate assignments and/ or modified duty work consistent with the nurse's limitations as determined by the nurse's healthcare provider.

C. FAMILY AND MEDICAL LEAVE

An eligible nurse may take Family and Medical Leave (FML) for any of the following six reasons, as described in greater detail in this Section below:

- Due to the nurse's own serious health condition (§C.2.)
- To care for a family member with a serious health condition (§C.3.)
- As Pregnancy Disability Leave (§C.4.)
- As Parental Leave (§C.5.)
- As Military Caregiver Leave (§C.6.)
- As Qualifying Exigency Leave (§C.7.)

1. General Provisions for FML

a. Definitions

- 1) Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the nurse 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. The nurse stands *in loco parentis* to a child if the nurse has day-to-day responsibilities to care for or financially support the child.
- 2) Parent is a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in loco parentis to the nurse when the nurse was a child. A person stood in loco parentis to the nurse when the nurse was a child if the person had day-to-day responsibilities to care for or financially support the nurse.
- 3) Spouse means a partner in marriage and may be of the same or opposite sex.
- 4) Domestic partner means the individual designated as an employee's domestic partner under one of the following methods: (i) registration of the partnership with the State of

California; (ii) establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.

- 5) Serious Health Condition is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - 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 that person to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - 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 below.
- 6) A Health Care Provider is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician

assistant, nurse practitioner, nurse mid-wife 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 nurse's health plan carrier recognizes for purposes of payment.

- 7) "1,250 Hours Of Actual Service", used for the purposes of determining FMLA/CFRA eligibility, means time actually worked and does not include any paid time off including, but not limited to, a nurse's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status. However, for nurses granted military leave, all hours that would have been worked had the nurse not been ordered to military duty shall be used to calculate the 1,250 hours of actual service requirement.

b. Eligibility

- 1) Nurses who have at least twelve (12) cumulative months of University service and who have at least 1,250 hours of actual service during the twelve-month period immediately preceding the initiation of the leave are eligible for FML under the FMLA and the CFRA and shall be granted FML if leave is requested for an FML-qualifying reason. For the purposes of this Section, all University service, including service with the Department of Energy Laboratories run by the University, are used to calculate the twelve (12) month service requirement.
- 2) The University shall determine whether the nurse is eligible and qualifies for FML and shall notify the nurse in writing of their eligibility and rights and responsibilities and shall notify the nurse, 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, up to an aggregate of twelve (12) workweeks in the calendar year (or up to 26 workweeks per single 12-month period for Military Caregiver Leave or up to four months per pregnancy for Pregnancy Disability Leave) may be granted in accordance with this Section.

c. Personal Leave After Exhaustion of FML Leave Entitlements –

If a nurse has exhausted their entitlement to FML or is ineligible for FML, the nurse may apply for Personal Leave pursuant to §F. of this Article. University Disability Leave and Childcaring Leave are also available to eligible nurses. The University shall not unreasonably deny a Personal Leave of Absence to a nurse who

has a family-related need to be absent from work, but who does not meet the eligibility requirements of FML. However, such nurse shall not be eligible for any of the rights or benefits attached to FML.

d. Notice

- 1) If the nurse learns of the event giving rise to the need for leave more than thirty (30) days in advance of the leave's anticipated initiation date, the nurse shall give the University at least thirty (30) calendar days notice of the need for leave. A nurse who fails to give thirty (30) calendar days' notice for a foreseeable leave with no reasonable basis for the delay, may have the FML delayed until thirty (30) days after the date on which the nurse provides notice.
- 2) If the need for leave is foreseeable due to the planned medical treatment of the nurse or their family member, the nurse shall make reasonable efforts to schedule the treatment 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 nurse shall provide the University with as much notice as practicable, but no later than five (5) calendar days after learning of the need for the leave.

e. Certification and Other Supporting Documentation

- 1) If FML Is Requested For The Nurse's Own Serious Health Condition – When a nurse requests FML for the nurse's own serious health condition, the University may require that the nurse's request for leave be supported by written certification issued by the nurse's health care provider. When certification is required by the University, such requirement shall be submitted to the nurse in writing. Certification may be provided by the nurse on a form given to the nurse by the University and shall, regardless of the format, in addition to certifying that the nurse has a serious health condition, include:
 - a) a statement as to whether the nurse is unable to perform any one of the essential assigned functions of the nurse's position, and
 - b) the date, if known, on which the nurse's serious health condition began, the probable duration of the condition and the nurse's probable date of return, and
 - c) whether it will be medically necessary for the nurse to take leave intermittently or to work on a reduced leave

schedule, and if so, the probable duration of the need for such schedule, and,

- d) if the condition will result in periodic episodes of incapacity, an estimate of the anticipated duration and frequency of episodes of incapacity.

2) If FML Is Requested To Care For The Nurse's Family Member With A Serious Health Condition - When FML is requested so that the nurse may care for a family member with a serious health condition, the University may require that a nurse's request for leave be supported by written certification issued by the family member's health care provider. When the University requires certification the University shall provide the nurse a written notice of such requirement. The nurse may submit the required certification on a form provided by the University. In addition to certifying that the nurse's family member has a serious health condition, such certification shall include:

- a) a statement that the family member's serious health condition warrants the participation of the nurse to provide supervision or care (which includes psychological comfort) during a period of the family member's treatment or incapacity, and
- b) whether the nurse's family member will need supervision or care over a continuous period of time, intermittently or on a reduced leave schedule basis; the leave schedule the nurse will need in order to provide that supervision or care; and the probable duration of that need for leave.
- c) In addition, the nurse may be required to certify either on the form or separately what care the nurse will provide the family member and the estimated duration of the period of care.

3) Questioned Medical Opinion – Should the University have a good faith, objective reason to doubt the validity of the nurse's certification for their own serious health condition, the University may, at its discretion, require the nurse to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the nurse's own health care provider, the University may require a third medical opinion from a third health care provider, jointly agreed to by the nurse and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.

4) Certification/Recertification

- a) If the University requires certification and/or re-certification, or if the nurse fails to provide requested certification, the nurse shall have fifteen (15) calendar days following the University's request to submit such certification, when practicable. Failure to provide certification for a foreseeable leave within the requested time may result in delay of the leave until the University receives the required certification. Failure to provide or perfect the certification for an unforeseeable leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the nurse fails to provide the required certification and the leave has not begun, the request for FML will be denied. If the leave has begun, the leave may be discontinued at the University's discretion; however, any leave taken need not be considered FML.
- b) If the nurse requests additional leave or if the circumstances of the leave change, the University may require the nurse to obtain re-certification. The University shall confirm a request for subsequent certification in writing.

5) Failure to Provide Complete Certification and/or Recertification

If the nurse fails to provide a complete certification and/or recertification, the nurse shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the nurse fails to provide a complete certification and/or recertification, the leave is not FML and may be denied in accordance with the provisions of this Article.

6) Confirmation of Family Relationship

The University may, at its discretion, require that a nurse complete a Declaration of Relationship form to certify their relationship with the family member when the nurse is requesting FML to care for a family member with a serious health condition or to certify the nurse's relationship with the child when the nurse is requesting FML as Parental leave. The nurse's failure to provide the completed Declaration of Relationship form within fifteen (15) calendar days of the

University's request may, at the discretion of the University, result in either:

- a) a delay of the leave until the required documentation is provided, or
- b) if the leave has not begun, it will be denied. If the leave has begun, the leave will not be designated as FML and may be discontinued by the University.

f. Use of Paid Leave During FML

FML is unpaid unless the nurse uses accrued paid leave (sick leave, vacation leave, or compensatory time) during FML as provided in this Section and or Section F of this Article. All time taken off as FML, whether the nurse is using accrued paid leave or taking unpaid leave, shall be deducted from the nurse's FML entitlement.

- 1) A nurse on FML for their own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided in Article 22, Work Incurred Injury and Illness Leave, if applicable. Nurses not eligible for University disability benefits and who are not on leave due to a work-incurred injury or illness shall use all accrued sick leave prior to taking FML without pay. If sick leave is exhausted, a nurse may elect to use accrued vacation time and/or accrued compensatory time prior to taking FML without pay.
- 2) A nurse on FML to care for a family member with a serious health condition or on FML for Military Caregiver Leave may use up to thirty (30) calendar days of sick leave pursuant to Article 19, Sick Leave, §E., and/or the nurse may elect to use accrued vacation time and/or accrued compensatory time prior to taking FML without pay.
- 3) A nurse on FML for Parental Leave or Qualifying Exigency Leave may elect to use accrued vacation time and/or accrued compensatory time prior to taking FML without pay.
- 4) For a nurse's use of accrued paid leave while taking FML as Pregnancy Disability Leave, see §D.1.b.

g. Duration

- 1) FML shall not exceed twelve (12) workweeks in the calendar year, except when FML is being taken as Military Caregiver Leave or Pregnancy Disability Leave. If the nurse is taking FML as Military Caregiver Leave, the nurse shall be eligible for up to 26 workweeks of leave in a single 12-month leave period. If the nurse is taking FML as Pregnancy Disability

Leave, the nurse shall be eligible for leave for the period of verified pregnancy-related disability up to four months of leave per pregnancy.

- 2) For the purposes of FML, twelve (12) workweeks is equivalent to 480 hours of scheduled work for full-time career nurses who are normally scheduled for eight (8) hours per day five (5) days per workweek (8/40) schedule.
- 3) For nurses who work other than an 8/40 work schedule, the number of FML days for which the nurse is eligible shall be adjusted in accordance with their normal work schedule.
 - a) For the purposes of FML only, 480 hours shall be the equivalent of twelve (12) workweeks for full-time career nurses who are normally scheduled to work other than eight (8) hours per day, five (5) days each work week (8/40) schedule. While the use of FML need not be consecutive, in no event shall a nurse's aggregate use of FML exceed a total of twelve (12) workweeks within the calendar year, except when FML is being taken as Military Caregiver Leave or Pregnancy Disability Leave.
 - b) For nurses who work part-time or a schedule other than an 8/40, the University shall adjust the number of FML hours to which the nurse is eligible in accordance with their normal weekly work schedule. A nurse whose schedule varies from week to week is eligible for a pro-rated amount of FML based on their hours worked over the previous twelve (12) months preceding the leave.

h. Intermittent/Reduced Schedule Leave

- 1) When medically necessary and supported by medical certification, the University shall grant an eligible nurse's request for a reduced work schedule or intermittent leave including absences of less than one day when FML is taken due to the serious health condition of the nurse or the nurse's family member. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the nurse's entitlement of twelve (12) workweeks in the calendar year.
- 2) When the nurse requests such intermittent leave or reduced work schedule due to the nurse's planned medical treatment or that of the nurse's family member, the University may, at its discretion, require the nurse to transfer temporarily to an available alternate position for which the nurse is qualified

and which better accommodates the nurse's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

i. Continuation of Health Benefits

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

- 1) When the nurse 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 nurse 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 §C.6.a.(8).
- 3) When the nurse is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the nurse 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 twelvemonth period. 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 nurse is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after a nurse'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.

j. Return to Work

- 1) Medical Release to Return to Work – A nurse who has been granted FML for their own serious health condition shall provide the University with a medical release acceptable to

the University prior to returning to work. Failure to provide a medical release to return to work may result in the delay of reinstatement until the nurse submits the required medical release certification.

- 2) Placement on Return to Work – A nurse who has been granted FML for any reason other than Pregnancy Disability shall be reinstated to the same position in the same department upon return from FML. If the position has been abolished or otherwise affected by layoff, and an equivalent position is not available, the nurse shall be afforded the same considerations under Article 23, Layoff and Reduction in Time, which would have been afforded had the nurse actually been working rather than on leave when the position was abolished or affected by layoff. The University shall not grant a leave of absence beyond the ending date of the nurse's appointment or predetermined date of separation. For nurses returning after Pregnancy Disability Leave, see §D.5., below. For nurses returning after other approved leaves, see §A.10. above.

2. FML for the Nurse's Serious Health Condition

FML for the nurse's own serious health condition is leave taken when the nurse's own serious health condition, as defined in §C.1.a.(4)., above, renders the nurse unable to perform any one or more of the essential functions of the nurse's position.

3. FML to Care for a Family Member with a Serious Health Condition

FML to care for a family member with a serious health condition is leave to care for the nurse's child, parent, spouse or domestic partner who has a serious health condition, as defined in §C.1.a.(4)., above, that warrants the participation of the nurse to provide supervision or care (including psychological care are comfort) during a period of the family member's treatment or incapacity.

4. FML as Pregnancy Disability Leave

When a nurse takes Pregnancy Disability Leave pursuant to §D.1., below, is eligible for FML under the FMLA, the nurse's Pregnancy Disability Leave will be counted against the nurse's FML entitlement under the FMLA as well as the nurse's entitlement under the PDLL.

5. FML as Parental Leave

- a. Parental Leave is FML taken to bond with the nurse's newborn; to bond with a child placed with the nurse for adoption or foster care, as a stepchild, or as a legal ward; to bond with a child for whom the nurse has assumed in *loco parentis* responsibility; or to attend to matters related to the birth, adoption, or placement of the child. Such leave shall be concluded within one (1) year of the birth or

placement of the child. This leave shall run concurrently with Childcaring Leave taken under §D.2., below. Combined Pregnancy Disability Leave (up to 4 months of leave) and Parental Leave (up to 12 workweeks of leave) shall not exceed seven months of leave.

- b. A nurse shall request Parental Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care or as a legal ward or as a stepchild to allow the University to plan for the absence of the nurse. The anticipated date of return from Parental Leave shall be set at the time such leave commences or, if requested in conjunction with Pregnancy Disability Leave, shall be set at the time the Pregnancy Disability Leave Begins. Parental Leave, when taken for acquisition through adoption or as a stepchild, legal ward or foster care, could commence prior to the date of placement.

6. FML as Military Caregiver Leave

An eligible nurse may take Military Caregiver Leave to care for a family member who is a “covered servicemember” undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty, consistent with the definitions of those terms in §C.6.a., below. The general FML provisions set forth in §C.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.

a. Definitions

- 1) “Covered servicemember” means (a) 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 (b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness.”
- 2) “Covered veteran” means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible nurse takes Military Caregiver Leave to care for a covered veteran.
- 3) “Outpatient status” means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed

Forces receiving medical care as outpatients.

- 4) “Serious injury or illness” means (a) for a current member of the Armed Forces (including 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 office, grade, rank, or rating or (b) for a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran.
- 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 of a covered servicemember” means the covered servicemember’s biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in *loco parentis*, and who is of any age.
- 7) “Next of kin” means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember’s spouse, domestic partner, parent, son or daughter) or (b) the person who the covered servicemember has designated in writing as 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 nurse takes leave to care for the covered servicemember and ends 12 months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

b. Eligibility Criteria for Military Caregiver Leave

In addition to meeting the eligibility requirements for FML set forth in §C.1.b., a nurse taking Military Caregiver Leave must be a spouse, domestic partner, parent, son, daughter, or next of kin of the covered servicemember.

c. Leave Entitlement for Military Caregiver Leave

An eligible nurse 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 nurses 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 service member with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any “single 12-month leave period.”

If an eligible nurse does not use all of 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 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 nurse may be required to transfer temporarily, during the period that the intermittent or reduced schedule is required, to an available alternative position for which the nurse is qualified and which better accommodates a recurring periods of leave than does the nurse’s regular position.

d. Documentation and Certification for Military Caregiver Leave

Nurses 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 §C.1.a.(5).) who is treating the covered servicemember to establish entitlement to Military Caregiver Leave. In addition, nurses 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, their relationship with the nurse, and an estimate of the leave needed to provide the care. The nurse may also be required to provide confirmation of a covered family relationship between the nurse and the servicemember.

7. FML as Qualifying Exigency Leave

An eligible nurse may take Qualifying Exigency Leave if the nurse's spouse, domestic partner, son, daughter or parent is a military member and the nurse needs to attend to any "qualifying exigency" while the military member is on covered active duty, consistent with the definition of those terms in §C.7.a., below. The general FML provisions set forth in §C.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.

a. Definitions Applicable to Qualifying Exigency Leave

- 1) "Son or daughter on covered active duty or call to covered active duty status" means the nurse's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the nurse stood *in loco parentis*, who is on covered active duty or call to covered active duty status, and who is of any age.
- 2) "Covered active duty or call to covered active duty status" means (a) 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.
- 3) "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 nurse, 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 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) Arranging for care for the parent of the military member when the parent 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 University and nurse 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 §C.1.b., a nurse must be the spouse, domestic partner, son, daughter, or parent of a military member to be eligible for Qualifying Exigency Leave.

c. Leave Entitlement for Qualifying Exigency Leave

Eligible nurses 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

Nurses may be required to provide a copy of the military member's active duty orders. Nurses 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.

D. PREGNANCY DISABILITY LEAVE AND CHILDCARING LEAVE

A nurse who is disabled due to pregnancy, childbirth, or related medical condition and delivers a child may combine accumulated sick leave, vacation time, compensatory time off, Pregnancy Disability Leave, Parental Leave and Childcaring Leave and any other paid or unpaid time off for the purposes of bearing and caring for a newborn child. Such a nurse's entitlement for a total absence from work shall not exceed twelve (12) months, as necessary and as provided below:

1. Pregnancy Disability Leave

During the period of verified disability related to pregnancy, childbirth, or related medical condition, a nurse is entitled to and shall, upon request, be granted up to four (4) months Pregnancy Disability Leave under California's Pregnancy Disability Leave Law (PDLL). If the nurse is eligible for FML under the FMLA, the first twelve (12) workweeks of such leave runs concurrently under the federal FMLA and the PDLL.

a. Duration.

If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a University Disability Leave of absence may be granted in accordance with §B., above, for a total disability absence not to exceed six (6) months.

b. Use of Accrued Paid Leave

Pregnancy Disability Leave may consist of leave with or without pay; however, a nurse shall be required to use accrued sick leave in accordance with the University's Disability Plan. If the nurse is not eligible for the University's Disability Plan, she shall use accrued sick leave during Pregnancy Disability Leave. If sick leave

is exhausted, the nurse may elect to use accrued vacation time or accrued compensatory time prior to taking Pregnancy Disability Leave without pay. All time off taken as Pregnancy Disability Leave, whether the nurse is using accrued paid leave or taking unpaid leave, shall be deducted from the nurse's PDLL entitlement and also from her FMLA entitlement if the leave is running concurrently under the FMLA.

c. Intermittent and Reduced Schedule Leave

- 1)** When medically advisable and supported by medical certification, the University shall grant a nurse 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 leave schedule shall be counted towards the nurse's entitlement of up to four (4) months of Pregnancy Disability Leave.
- 2)** When the nurse'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 transfer the nurse temporarily to an available alternative position that meets the needs of the nurse, provided that the nurse meets the qualifications for the alternative position. Any alternative position shall have the equivalent rate of pay and benefits and shall better accommodate the nurse's leave requirements than the nurse's regular position, but it does not have to have equivalent duties. Only the time actually spent on the intermittent or reduced schedule shall be counted towards the nurse's entitlement to up to four (4) months of Pregnancy Disability Leave. When the nurse's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the nurse to the nurse's same position or a comparable position in accordance with §D.5., below.

d. Reassignment and Reasonable Accommodation

- 1)** As an alternative to or in addition to Pregnancy Disability Leave, the University shall grant a pregnant nurse's request for temporary reassignment to a less strenuous or hazardous position at the nurse's same salary rate when medically advisable according to the nurse's health care provider, if the reassignment can be reasonably accommodated. For the purpose of this Section, a temporary reassignment includes a temporary modification of the nurse's own position to make it less strenuous or hazardous. A temporary reassignment under this Section

shall not be counted toward a nurse's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the nurse is also on a reduced work schedule or an intermittent leave schedule. When the nurse's health care provider certifies that the reassignment is no longer medically advisable, the University shall return the nurse to the nurse's same position or a comparable position in accordance with §D.5., below.

- 2) If the nurse's health care provider certifies that reasonable accommodations other than reassignment and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the nurse to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

2. **Childcaring Leave**

The University shall grant a nurse's request for a total of up to six (6) months of Childcaring Leave immediately following the birth of the child when the nurse is a birth parent. The University shall grant a request for a total of up to four (4) months of Childcaring Leave for all other nurses who become new parents, including those who become biological parents, adoptive parents, foster parents, or step-parents, or who become legal guardians for a child or assume *in loco parentis* responsibility for a child. The nurse shall conclude Childcaring Leave within one (1) year of the birth or placement of the child. If the nurse is eligible for Parental Leave under the FMLA and/or CFRA, this leave will run concurrently with Parental Leave and will be deducted from the appropriate leave bank.

A nurse shall request Childcaring Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care or as a legal ward or as a stepchild to allow the University to plan for the absence of the nurse. The anticipated date of return from Childcaring Leave shall be set at the time such leave commences or, if requested in conjunction with Pregnancy Disability Leave, shall be set at the time the Pregnancy Disability Leave Begins. Childcaring Leave, when taken for acquisition through adoption or as a stepchild, legal ward or foster care, could commence prior to the date of placement.

3. **Combined Pregnancy Disability, University Disability Leave and Childcaring Leave**
 - a. When a nurse takes four months of Pregnancy Disability Leave, she may be eligible for up to two (2) additional months of University Disability Leave of Absence for a total of 6 months of leave due to disability caused by pregnancy or pregnancy related condition. In addition to the combined Pregnancy Disability Leave/University

Disability Leave of Absence, the nurse is eligible to receive up to six (6) months of Childcaring Leave upon request.

- b. In addition, once the nurse has exhausted the leaves described in §D.3.a., above, the nurse may be granted a Personal Leave of Absence. Requests for a Personal Leave of Absence under this section shall not be unreasonably denied.

4. Continuation of Health Benefits – See §C.1.i.(4)., above.

5. Return to Work

- a. The University shall reinstate a nurse who has been given an alternate assignment and/or Pregnancy Disability Leave of Absence to the same position in the same department, provided:
 - 1) the nurse returns to work immediately upon termination of the Pregnancy Disability Leave, and
 - 2) the aggregate duration of all Pregnancy Disability Leaves granted for a given pregnancy does not exceed four (4) months.
- b. When a nurse returns from Pregnancy Disability Leave, if the same position within the same department has been abolished or affected by layoff, the nurse shall be reinstated to a comparable position in the same department if the nurse had been continuously working rather than on leave. If a comparable position is not available on the nurse's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the nurse of the position(s). If the nurse is reinstated within that sixty-day (60-day) period, the period between the nurse's originally scheduled date of reinstatement and the actual date of reinstatement shall not be counted for purposes of any employee pay or benefits. The date of reinstatement is determined when the leave is granted.
- c. When a nurse returns to work immediately following Parental Leave under the FMLA and/or CFRA, she will be reinstated in accordance with §C.1.j., above. If the nurse has been on leave for pregnancy/childcaring purposes beyond the nurse's leave entitlement under the FMLA/CFRA/PDLL, the nurse shall be reinstated to the same or similar job, which may be in a different department or on a different shift.

E. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

A nurse 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 nurse'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 nurse shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. Eligibility

To be eligible, a nurse must satisfy all of the following criteria:

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

2. Definitions

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

3. Substitution of Paid Leave

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

F. PAY FOR FAMILY CARE AND BONDING

1. GENERAL CONDITIONS

- a. In order to support employees' need to take leave to care for their family members, the University offers eligible employees Pay for Family Care and Bonding (PFCB), which is a partial income replacement option for up to eight (8) workweeks per calendar year that may be available to employees taking Family and Medical Leave (FML) as set forth below. Although Section C states that FML is unpaid except for those situations where the Article authorizes and/or requires the use of specified paid leave accruals during FML, This Section F of this Article gives employees the option to be paid during FML using PFCB in accordance with the terms below.
- b. In order to be eligible for PFCB, an employee must be on an approved block 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 (1) workweek.
- c. Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave. Section C outlines the eligibility requirements for Family and Medical Leave. PFCB is not an option available during any other type of leave.
- d. If an employee elects to use PFCB for a particular qualifying FML block leave rather than using paid leave accruals or taking the leave without pay, the employee must continue to use PFCB until they either exhaust their full eight (8) workweeks of PFCB for the calendar year or that qualifying FML block leave ends. If their leave ends before they have used the full eight (8) workweeks of PFCB for the calendar year, the remainder is available to use during a qualifying FML block leave later in the calendar year.
- e. An employee may not use any paid leave accruals (e.g., vacation, sick leave, PTO, CTO, as applicable), while receiving PFCB.

2. PFCB CALCULATION

The PFCB option provides pay calculated at seventy percent (70%) of an employee's eligible earnings until December 31, 2022.

Beginning on January 1, 2023, the PFCB option provides pay calculated at one hundred percent (100%) of an employee's eligible earnings.

a. Eligible Earnings

Eligible earnings include an employee's base salary payable through the University. Eligible earnings do not include (if applicable) bonuses, perquisites, overtime pay, out of classification pay, shift differentials, uniform allowances, certification pay, specialty pay, emergency response pay, charge differentials, on-call differentials, or any pay that is received in addition to that of the employee's regular appointment, and any other additional cash compensation received that is more than 100% of the base salary of the full-time equivalent of the employee's regular position.

b. Appointments Established at a Fixed Percentage

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

c. Appointments Established at a Variable Percentage

If the employee has an appointment established at a variable percentage, eligible earnings are an average of the employee's eligible earnings for the three calendar months (for an employee paid on a monthly basis) or six pay periods (for an employee paid on a 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:

- i. For an employee paid on a bi-weekly basis, the sum of hours paid in the six pay periods immediately prior to the period in which the leave begins is divided by 12 to determine the average hours worked per week. The average hours worked per week is then multiplied by 0.7 to determine the number of hours per week the employee is to be paid at 70% through December 31, 2022 and paid at 100% thereafter.
- ii. For an employee paid on a monthly basis, the sum of the time paid in the three calendar months immediately prior to the period in which the leave begins is divided by 3 to determine the average time worked per month. The average time worked per month is then multiplied by 0.7 to determine the time per month the employee is to be paid at 70% through December 31, 2022 and paid at 100% thereafter.

- d. 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.

3. PAY AND BENEFIT CONSIDERATIONS

a. Accruals and Service Credit

Accruals and service credit are calculated as if the employee is on pay status for 70 percent of their normal hours through December 31, 2022 and at 100 percent thereafter.

b. Taxability and Deductions

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

c. Benefits

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

G. PERSONAL LEAVE OF ABSENCE

A nurse in a career position may be granted a Personal Leave of Absence Without Pay. A nurse's request for a Personal Leave of Absence Without Pay shall not be unreasonably denied.

H. FUNERAL/BEREAVEMENT LEAVE

In the event a nurse has a personal obligation with regard to funeral attendance/bereavement, up to five (5) days of accumulated sick leave, vacation, holiday, or accumulated compensatory time may, at the option of the nurse, be used. Accumulated sick leave will be used if the nurse does not exercise an option. Requests for such leave shall be made to the nurse's supervisor.

I. LEAVES OF ABSENCE WITH PAY

1. Jury Duty

- a. During the time a nurse is on jury duty, the University will make every effort to convert the nurse's scheduled work shift to a Monday-Friday day shift basis, provided the nurse has notified the

University of their jury duty within five (5) calendar days of receiving a jury summons.

- b. A career nurse who is summoned to serve on jury duty shall be granted paid release time from their scheduled day(s) and hours of work for the day(s) spent in jury service and related travel, not to exceed the number of hours in the nurse's normal work day.
 - c. The University reserves the right to require verification of jury service.
- 2. **Voting** – A nurse who is scheduled to work eight (8) hours or more on the day of a statewide primary or general election day and cannot vote outside of working hours shall be granted a maximum of two (2) hours leave with pay for voting in the election.
- 3. **Blood Donations** – A nurse may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.
- 4. **Authorized Emergencies** – A nurse may be granted leave with pay during regularly scheduled hours of work for the period of time authorized by the University due to natural or man-made emergencies.
- 5. **Administrative or Legal Proceedings on Behalf of the University** – When a nurse is attending administrative proceedings, other than proceedings pursuant to Article 27, Grievance Procedure and Article 28, Arbitration of this Agreement, or legal proceedings on behalf of the University, the University shall provide leave with pay for actual time spent in the proceedings and in related travel. Such leave shall not exceed the number of hours in the nurse's normal work day and normal workweek. The University will treat such leave as time worked for the purposes of Article 14, Hours of Work, of this Agreement.
- 6. **Attendance at other Administrative or Legal Proceedings**
 - a. The University shall grant leave with pay for actual time required to be present at an administrative or legal proceeding and in related travel, for a full-time nurse in a career position who is served with a subpoena that compels the nurse's presence as a witness. Such leave shall not to exceed the number of hours in the nurse's normal work day and the nurse's normal workweek. Similarly, the University shall grant a part-time nurse in a career position, when subpoenaed, leave with pay for time spent at the proceedings and in related travel that occur during the nurse's regularly scheduled hours of work.

- b. Leave with pay shall not be granted when a nurse is the plaintiff or defendant in a proceeding, is called but not subpoenaed as a witness, or 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.

J. EMERGENCY RELIEF LEAVE

The University may designate a disaster as one which warrants emergency relief efforts. Upon such designation, nurses may request unpaid leave to join or otherwise perform services for a recognized emergency relief agency (such as the Red Cross or the RN Response Network). Unpaid leave may be granted subject to operational needs and staffing requirements. Nurses may use vacation / Comp time when participating in such designated emergency relief efforts.

ARTICLE 21 MILITARY LEAVE

A. GENERAL PROVISIONS

A Nurse is entitled to Reserve Training Leave for Inactive Duty, Temporary Military Leave for Active Duty Training, Extended Military Leave, Emergency National Guard Leave and Military Leave for Physical Examinations provided that the Nurse gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of a Nurse's military orders.

B. ELIGIBILITY FOR PAY AND BENEFITS

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

1. The Nurse has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
2. Such payment for reserve training, temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one fiscal year.
3. Part-Time Nurse - An eligible part-time Nurse shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.
4. Ineligible Nurse - A Nurse not eligible for military leave pay may have such absence charged to accrued vacation or accrued compensatory time off, or the military leave may be without pay.
5. Service Credit and Benefits - A Nurse on temporary military leave for active-duty training or extended military leave, who is not on pay status shall receive length-of-service credit, provided that the Nurse returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such Nurse shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 17, Vacation Leave; Article 19, Sick Leave; and Article 18, Holidays. If on pay status, provided that the Nurse returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the Nurse shall receive regular benefits. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the Nurse's request and expense for a limited period of time as outlined under the University's groups insurance regulations.

C. RESERVE TRAINING LEAVE 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.

D. TEMPORARY MILITARY LEAVE FOR ACTIVE-DUTY TRAINING

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

E. EXTENDED MILITARY LEAVE

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

1. **Period of Leave** – A Nurse shall be granted extended military leave for the initial period of enlistment, service, or tour of duty. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the Nurse requests such extension.
2. **Service Credit and Benefits** – A Nurse granted extended military leave shall receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time off. Upon written request, a Nurse may elect to retain accrued vacation on the records for a period not to exceed one-hundred eighty (180) days. Vacation credits retained on the records in excess of one-hundred eighty (180) days shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred in the previous one-hundred eighty (180) day period.
3. Sick leave credit shall be retained on the records.
4. **Probationary Nurse** – A Nurse who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.
 - a. If the probationary Nurse served in active military service for a period of more than thirty (30) days, but less than one-hundred eighty-one (181) days, the Nurse shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
 - b. If the probationary Nurse served in active military service for a period in excess of one-hundred eighty (180) days, the Nurse shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

F. EMERGENCY NATIONAL GUARD LEAVE

Military Leave shall be granted to a Nurse who as a member of the National Guard is called to active duty by proclamation of the Governor of the State of California during a state of emergency. A Nurse 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 §D., or for the period required to perform National Guard Duty service, whichever is greater.

1. **Eligibility for Pay** – A Nurse granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (1) fiscal year. A Nurse is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.
2. **Benefits** – A Nurse on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when a Nurse is on pay status. If not on pay status, the Nurse shall receive length-of-service credit, provided that the Nurse returns to University service immediately after the emergency service is over. Such Nurse shall accrue vacation and sick leave and receive holiday pay in accordance with Article 17, Vacation Leave; Article 19, Sick Leave; and Article 18, Holidays.

G. PHYSICAL EXAMINATION

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

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

H. REINSTATEMENT

Following release from military service, a Nurse 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 Nurse applies for reinstatement. Upon reinstatement, a Nurse shall receive salary range adjustments and other terms and conditions applicable to the Nurse's position during the military leave as provided by the Agreement.

ARTICLE 22

WORK-INCURRED INJURY OR ILLNESS

A. GENERAL CONDITIONS

If applicable state or federal law requires the University to treat Nurses in a manner that is more generous than is currently provided in this Article, the university will comply with the law.

A Nurse unable to perform the normal duties of their job due to a work-incurred illness or injury compensable under the California Workers' Compensation Act may be granted leave for the duration of a verified disability but not to exceed twelve (12) months or a predetermined date of separation, whichever comes earlier. This Section defines the application of sick leave and vacation for Nurses who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act, and provides extended sick leave benefits for such Nurses when sick leave is exhausted and Nurses are still unable to work because of such injury or illness. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.

B. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

1. When possible, a Nurse granted a Work-Incurred Injury or Illness Leave must provide the University with thirty (30) days notice of their ability to return to work. If thirty (30) days notice is not possible, then the Nurse must provide notice as soon as possible. Prior to returning to work, the Nurse must provide a release from their medical provider. Upon the Nurse's return to work, the University shall either reinstate the Nurse to the same or a similar position in the same department or will determine what accommodation, if any, will be reasonably provided. If the position held has been abolished during the leave, the Nurse shall be afforded the same considerations which would have been afforded had that Nurse been actively working when the position was abolished.
2. A Nurse who has sustained a work-related injury and who has been given temporary restrictions may be provided with modified duty for up to ninety (90) days, consistent with the restrictions identified by OHS or the Nurse's healthcare provider when the restrictions can be accommodated without causing undue hardship. Modified assignments may start with any part of the Nurse's usual and customary duties that they are able to perform, but may also include other duties that may not be part of the Nurse's typical job assignment. In the event that a department is unable to accommodate a Nurse's temporary work restrictions, the University may place the injured Nurse in an alternate assignment for which the Nurse is qualified and can perform the assigned functions with or without reasonable accommodation. Modified or alternative assignments may be extended past ninety (90) days to support a Nurse's recovery with the goal and expectation that the Nurse will resume all of their essential job duties and functions. After ninety (90) days, the Nurse's recovery should be evaluated at regular intervals to determine the Nurse's progress.
3. In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to Nurses who are disabled or become disabled and need assistance to perform the essential functions of their jobs.

C. USE OF SICK LEAVE AND VACATION

1. A Nurse who accumulates sick leave and vacation shall be permitted to use accumulated sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.
2. Sick leave and vacation payments shall not exceed the difference between the amount payable to the Nurse under the Workers' Compensation Act and the Nurse's regular salary.
3. The additional payment made to a Nurse to provide the Nurse with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act. A Nurse who receives an advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore the proportionate sick leave and vacation credit as appropriate.

D. EXTENDED SICK LEAVE

1. A Nurse who is receiving temporary disability payments on account of a work-related injury or illness and who has exhausted all accumulated sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between payments from Workers' Compensation and eighty percent (80%) of basic salary plus any shift differential which the Nurse would have received. If such Nurse returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the Nurse continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one (1) injury or illness.
2. An eligible Nurse who does not have sufficient accumulated sick leave to cover the three (3) calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.
3. A Nurse must first exhaust all accumulated sick leave in order to be eligible for extended sick leave benefits.

E. EFFECT ON OTHER CONTRACT PROVISIONS

1. A Nurse who is receiving temporary disability payments and supplemental sick leave or vacation as provided in §C., above, is considered on regular pay status for all purposes except completion of the probationary period. Sick leave and vacation accumulated during this period may be used as soon as they are accumulated.
2. A Nurse who is receiving temporary disability payments and extended sick leave benefits as provided in §D., above, is considered to be on regular pay status for all purposes except completion of the probationary period. However, sick leave and vacation accumulated during this period is credited to the Nurse only upon return to work. If a Nurse separates from University employment without returning to work, the Nurse shall be paid for vacation accrued during the period the Nurse received extended sick leave payment.
3. A Nurse on leave without pay and receiving temporary disability payments accumulates sick leave and vacation on the same basis as if regularly employed, but such

accumulation is credited to the Nurse only upon return to work. If the Nurse separates from University employment without returning to work, no payment shall be made for such vacation credit.

4. A Nurse shall not use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay. Any va

ARTICLE 23

LAYOFF & REDUCTION IN TIME

A. GENERAL

1. The University shall determine when temporary, emergency, or indefinite layoffs shall occur. If, in the judgment of the University, a layoff is necessary, staffing levels will be reduced in accordance with this Article. The University shall determine the unit of layoff, and which positions are to be subject to layoff.
2. Layoffs may be emergency, temporary or indefinite and may occur because of budgetary reasons, lack of work, reorganization, or redefinition of the University's or department's needs.
3. A layoff is an involuntary:
 - a. separation from employment, or
 - b. transfer to a non-career position, or
 - c. reduction in appointment rate of a non-probationary career Nurse.
4. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give the Association advance notice of at least thirty (30) calendar days, if feasible. The Association reserves the right to meet and discuss the proposed change.
5. In advance of an indefinite layoff, the University shall provide a listing of the names and seniority of affected Nurses in the designated layoff unit. The list shall include the least senior Nurse in the unit to the most senior Nurse to be laid off, and the next five (5) highest Nurses on the list.
6. The University shall provide advance notice of at least thirty (30) days to the Association of any proposed subcontracting resulting in layoffs of Nurses.
7. Any transfers, unit closures or layoffs caused by reorganization or restructuring shall be subject to meeting and discussing with the Association.

B. DEFINITIONS

1. An emergency layoff is one for which the need occurs suddenly, and shall not affect an individual Nurse longer than sixty (60) consecutive normally scheduled hours of work. This definition shall include involuntary "call off", "flexing", "downstaffing", "delay of start", and "flex in/out" etc.
2. A temporary layoff is one for which the University specifies an affected Nurse's date for return to work of not more than of one-hundred and twenty (120) calendar days.
3. An indefinite layoff is one for which the affected Nurse receives no date for return to work, or no date of restoration to their former appointment rate.
4. "Concurrent Notice to the Association" is sent no more than two (2) business days after written Notice of Layoff is provided to a Nurse.

C. EMERGENCY LAYOFF

1. **Alternatives to Layoff** - In the event of a potential emergency layoff caused by a decrease in workload, the University shall attempt to reassign/cancel all non-career Nurses as well as:
 - a. calling off volunteers, registry, travelers, per diem and unit-based per diem Nurses of that patient care unit impacted in that order,
 - b. assigning alternative employment where it exists and the Nurse is qualified for the work, including, but not limited to, as a meal and break relief Nurse, or
 - c. scheduling the use of compensatory time, or
 - d. offering affected Nurses the opportunity to voluntarily use accrued vacation time or take a leave without pay.
 - e. In addition, Nurses may use educational leave or take required classes in a manner consistent with Article 6.

Such alternatives to emergency layoff may be provided in an order determined by the University. If, however, after seeking and implementing available alternatives, the University determines that the need to lay Nurse(s) off continues to exist, the emergency layoff shall be implemented on a rotational basis.

2. **Notice** – An emergency layoff requires no advance notice. When an emergency layoff has occurred, the University shall notify the Association as soon as is reasonable under the circumstances. The notice shall describe the areas which have been affected.

D. TEMPORARY LAYOFF

If the University determines that a temporary layoff of one-hundred twenty (120) calendar days or less is imminent, it shall be implemented in accordance with the provisions of this Section.

1. **Alternatives to Layoff** – The University shall attempt to avoid a temporary layoff, or to ease its impact, by attempting to reassign/cancel all non-career Nurses as well as implementing the following alternatives:
 - a. calling off registry, per diems and unit-based per diem Nurses within the layoff unit in that order, or
 - b. temporarily reassigning the affected Nurse(s) to an alternative assignment for which they are qualified, or
 - c. scheduling the use of compensatory time, or
 - d. offering affected Nurse(s) the opportunity to use accrued vacation time.
2. **Notice**
 - a. When the University identifies particular Nurses to be affected by a temporary layoff, it shall give the individual Nurse written notice of the expected beginning and ending dates of the temporary layoff as follows:
 - 1) The University shall give, if feasible, fifteen (15) calendar days' notice of the expected beginning and ending dates of the layoff to the affected Nurse(s).

- 2) If less than fifteen (15) calendar days' notice is granted, the affected Nurse(s) shall receive straight time pay in lieu of notice for each additional day the Nurse(s) would have been on pay status had the Nurse(s) been given fifteen (15) calendar days' notice. Pay in lieu of notice is provided for reductions in appointment rate only up to the Nurse(s) pre-layoff appointment rate.
 - 3) For conversion from temporary layoff to indefinite layoff, the University shall give fifteen (15) calendar days' notice, if feasible.
 - 4) If the ending date of the temporary layoff is changed, the University shall give the affected Nurse such advance notice as is practicable. The Nurse shall return to work on the date provided in the notice. The Nurse shall make every reasonable attempt to return to work on the date provided in the §2.a.4. notice, above, and will notify the University in advance if unable to do so. The University and the Nurse shall attempt to establish a mutually agreeable return date and the Nurse's reasonable request to postpone their return shall not be unreasonably denied. If the University cannot reasonably accommodate the Nurse, the Nurse will be considered to have resigned effective on the date provided in the notice in §D.2.a., above.
 - 5) Notice of a change in temporary layoff dates does not invoke the 'pay in lieu of notice' provisions of this Article.
- b. When the University determines that a temporary layoff is imminent, it shall give the Association such advance notice as is reasonable under the circumstances. The notice shall describe the general area(s) which may be affected. The University shall notify the Association concurrent with notification to affected Nurses that they are to be laid off, or that changes in the temporary layoff dates have occurred.
3. **Conversion of Temporary to Indefinite Layoff** – In the event the University converts a temporary layoff to an indefinite layoff, the affected Nurse shall be provided all rights under §E., Indefinite Layoff, beginning at the time of notification of conversion.

E. INDEFINITE LAYOFF

If the University determines that an indefinite layoff is imminent, it shall be implemented in accordance with the provisions of this Section.

1. Alternatives to Layoff – The University shall attempt to avoid an indefinite layoff, or to ease its impact, by implementing the following alternatives:
 - a. Calling off registry, travelers, per diem and unit-based per diem Nurses within the layoff unit in that order,
 - b. Offering affected Nurse(s) an active vacant career position, if any, at the same appointment rate, at the same salary level as determined by the salary range maximum within the bargaining unit within the facility, provided the Nurse is qualified for the vacant position, or
 - c. Offering the use of accrued vacation and/or compensatory time, in accordance with the needs of the University.

- d. Offering career Nurses priority acceptance into existing Medical Center based training programs, including those the University provides to newly graduated Nurses.

2. **Selection for Layoff**

- a. Seniority is determined by the Nurse's most recent date of hire into a career Nurse position at the University, including continuous employment at Mt. Zion Hospital or Santa Monica Hospital prior to acquisition by the University, and including any conversion credit as provided in Article 4, Section E.2. If two Nurses have the same date of hire, the Nurse with the lower number formed by the last four digits of their California registered Nurse license number will be considered the most senior Nurse.
- b. The order of indefinite layoff of Nurses in the same classification and specialty within the unit of layoff shall be in inverse order of seniority.
- c. The University may retain Nurses irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other Nurses in the same classification in the layoff unit and which are necessary to perform the ongoing functions of the affected area. However, senior Nurses selected for layoff who have the ability to learn the necessary skills within thirty (30) days will be retained in the unit.
 - 1) If a Nurse with less seniority is to be retained, the University shall notify the Association in writing of the special knowledge, skills, or abilities which support the retention of the less senior Nurse.
 - 2) Nurses in the unit(s) affected by the layoff who have more seniority than those Nurses designated for layoff may volunteer to waive their seniority rights solely in order to be designated for the layoff.
 - 3) The Nurse(s) who has been designated for layoff in accordance with §E.2.c.2, above, shall be provided all rights under §E.4. and §E.5., below, beginning at the time of notification of indefinite layoff.
- d. **CN III Layoff**
 - 1) When the University (except at UCLA) identifies a Medical Center funded CN III position for layoff in accordance with this Article, and has not been able to effectuate alternatives to layoff pursuant to §E.1., above, the affected CN III shall be reclassified to a CN II position for which the CN III is fully competent within the layoff unit, or, at the Nurse's option, they may be laid off in lieu of being reclassified. In the event the CN III is reclassified, a CN II will then be subject to layoff in accordance with this Article. The wage rate of the reclassified Nurse shall be unchanged, provided that the Nurse's wage is not above the wage range for CN II. In that event, the Nurse's wage shall be the top rate of the CN II range. The downwardly reclassified Nurse shall retain their hourly salary rate at the time of layoff, even if the Nurse is no longer on a salary step in the Nurse's new classification, provided the rate does not exceed the maximum of the salary range in the classification into which the Nurse is placed. If the Nurse's pre-layoff salary rate does exceed the maximum of the salary range, the Nurse will be placed at the top step of the range.

Further, the Nurse may not move into a step that requires a specific amount of UC service until they meet the UC service requirement.

- 2) UCLA shall maintain its Reassignment Opportunity Program to retain UCLA Nurses.
- 3) When UC San Francisco identifies a Medical Center funded CN III for layoff in accordance with this Article, the CN III may exercise seniority, and retain the CN III title, over the least senior CN II or CN III in the layoff unit, provided they have the required skills and abilities to perform in that role. If after six (6) months the Nurse fails to demonstrate CN III competency, they will be reclassified downward to a CN II.

e. CN IV – AN I Charge Layoff

- 1) When the University (except at UCLA) identifies a Medical Center funded CN IV position, or an inpatient ANI dedicated charge Nurse position, for layoff in accordance with this Article, and has not been able to effectuate alternatives to layoff pursuant to §E.1., above, the affected Nurse is eligible to displace a less senior lower level clinical Nurse in a classification position they previously held provided:
 - a) The affected Nurse has achieved CN IV or AN I status as a result of promotion from a lower clinical Nurse level at the same location in the same layoff unit and
 - b) The affected Nurse is, or can become within thirty (30) calendar days, fully competent to perform the duties of a previously held clinical Nurse position in the layoff unit from which the Nurse is being laid off.
- 2) In the event the affected Nurse moves into a lower level clinical Nurse position, the Nurse shall be reclassified to the clinical Nurse level that they previously held.
- 3) The downwardly reclassified Nurse shall retain their hourly salary rate at the time of layoff, even if the Nurse is no longer on a salary step in the new classification, provided the rate does not exceed the maximum of the salary range in the classification into which the Nurse is placed. If the Nurse's pre-layoff salary rate does exceed the maximum of the salary range, the Nurse will be placed at the top step of the range. Further, the Nurse may not move into a step that requires a specific amount of UC service until they meet the UC service requirement.
- 4) UCLA shall maintain its Reassignment Opportunity Program to retain UCLA Nurses.
- 5) In the event the affected Nurse is reclassified, the Nurse who has been displaced by the CN IV or AN I will then be subject to layoff in accordance with this Article.
- 6) At the Nurse's option, the CN IV or AN I identified for layoff may be laid off in lieu of being reclassified.

- f. Special Per Diem Scheduling – For purposes of Indefinite Layoffs, Special Per Diem Nurses who possess appropriate competencies will be scheduled based on seniority with respect to other Per Diem Nurses.

3. **Notice**

- a. When the University identifies particular Nurses to be affected by an indefinite layoff, it shall give individual written notice of the effective date of the layoff to each affected Nurse. Advance notice will be provided as follows:
 - 1) For indefinite layoff, the University shall give thirty (30) calendar days' notice, if feasible.
 - 2) If less than fifteen (15) calendar days' notice is granted, the Nurse shall receive straight time pay in lieu of notice for each additional day the Nurse would have been on pay status had the Nurse been given fifteen (15) calendar days' notice. Pay in lieu of notice is provided for involuntary reductions in appointment rate, only up to the Nurse(s) pre-layoff appointment rate.
- b. A Nurse shall be provided all rights under §E.4. and §E.5., below, beginning at the time of notification of indefinite layoff.
- c. When the University determines that a layoff is imminent, it shall give the Association such advance notice as is reasonable under the circumstances. The notice shall describe the general areas which may be affected. The University shall notify the Association concurrent with notification to affected Nurses that they are to be laid off.

4. **Recall**

- a. Non-probationary career Nurses who are indefinitely laid off shall be recalled in order of seniority to an active vacant career position provided the position is to be filled and is in the same classification and specialty within the layoff unit from which they were laid off, as determined by the University.
- b. Probationary, per diem, and limited term Nurses shall not have a right to recall. Nurses who are eligible for recall with less than five (5) years of seniority shall retain recall eligibility for one (1) year. Nurses who are eligible for recall with five (5) years or more seniority shall retain recall eligibility for two (2) years.
- c. The right to recall terminates:
 - 1) at the end of the eligibility period; or
 - 2) if a Nurse refuses and/or fails to respond to a University inquiry concerning the Nurse's desire to remain on the recall list for possible return to work; or
 - 3) if a Nurse refuses or fails to respond to a written recall to work in the same classification and specialty within the home unit, at the same or greater appointment rate, and at the same or greater rate of pay earned by the Nurse at the time of layoff, or
 - 4) if a Nurse refuses an offer of reemployment at the same or greater appointment rate, at the same or higher salary level as determined by the

salary range maximum, and at the same or higher rate of pay earned by the Nurse at the time of layoff, or

- 5) if a Nurse accepts a career position within the University at the same or higher salary level as determined by the salary range maximum, the same or greater appointment rate, and the same or higher rate of pay earned by the Nurse at the time of layoff.

- d. Recall rights, once terminated, may be reinstituted at the sole discretion of the University, upon the request of the Nurse.

5. **Preference for Reemployment**

- a. A non-probationary career Nurse who is on indefinite layoff, or who has received written notice of an indefinite layoff shall be granted preference for reemployment or transfer to any active vacant career bargaining unit position at the same campus/Laboratory from which the Nurse was laid off and for which the Nurse is qualified when the position is to be filled and is:
 - 1) at the same or lower salary level (as determined by the salary range maximum); and
 - 2) at the same or lesser percentage of time as the position held by the Nurse at the time of layoff.
- b. Preference for reemployment or transfer is not extended to probationary, per diem, or limited term Nurses. A regular status Nurse with preference for reemployment or transfer may be rejected only if the Nurse lacks qualifications required of the position sought.
- c. Nurses eligible for preference for reemployment with less than five (5) years seniority at the time the layoff occurs shall retain preference for reemployment status for one (1) year. Nurses with five (5) or more years of seniority at the time the layoff occurs shall retain preference for reemployment for two (2) years.
- d. The right to preference for reemployment terminates:
 - 1) at the end of the eligibility period; or
 - 2) if a Nurse refuses recall under the provisions of §E.4., Recall, above; or
 - 3) if a Nurse refuses and/or fails to respond to a University inquiry concerning the Nurse's desire to remain on the preference for reemployment list; or
 - 4) if a Nurse accepts a career position at the same or higher salary level as determined by the salary range maximum, at the same or higher salary rate paid at the time of layoff and at the same or higher appointment rate as the position held by the Nurse at the time of layoff; or
 - 5) if a Nurse refuses to accept a position offered by the University at the same campus/laboratory which is at the same or higher salary level (as determined by the salary range maximum); and, is at the same or higher appointment rate held by the Nurse at the time of layoff.

- e. The right to preference for reemployment continues during, but is not extended by, temporary periods of employment in casual and/or Per Diem positions.

6. Severance

- a. A career Nurse who has received notice of their indefinite layoff may, at the University's sole, non-grievable discretion, be offered a choice of severance pay in lieu of preferential rehire and recall rights. Each campus/hospital department shall, in each instance of layoff where severance is being offered in lieu of preferential rehire and recall rights make this offer to all Nurses in the department affected by the layoff. Nurses will receive one week of severance for each full year of service to a maximum of sixteen (16) weeks, and shall at a minimum, be guaranteed two (2) weeks of severance pay.
- b. The Association will be notified if a Nurse has been offered severance rather than recall and preferential rehire rights. Should, as a result of a grievance, arbitration, or settlement agreement related to the layoff, a Nurse be returned to work, the severance received will be deducted from the back pay award. In the event the Nurse does not have sufficient funds to repay the severance, a repayment schedule shall be agreed to by the Nurse and the University prior to the Nurse's return to work. A Nurse cannot be returned to work without first repaying the severance or signing a severance repayment agreement. The Nurse's failure to complete their severance repayment obligation shall not increase the University's back pay liability.
- c. Repayment of Severance - Prior to receiving severance pay, a Nurse must sign an agreement to repay severance to the University if re-employed by the University at any of its locations within 16 weeks of layoff. In that event, the Nurse may retain that portion of the severance pay equal to the base pay they would have earned if not laid off. The balance is to be paid either in full at the time of re-employment or by payroll deduction.

F. CONTINUITY OF SERVICE ON REEMPLOYMENT

- 1. A layoff of one-hundred twenty (120) calendar days or less does not create a break in service.
- 2. Reemployment in a career position within the period of right to recall or preference provides continuity of service and reinstates previous seniority.
- 3. Seniority accrues, and benefit accruals are accumulated, only when a Nurse is on pay status.

G. BENEFIT COVERAGE

- 1. Medical plan coverage may continue for up to four (4) calendar months after a temporary layoff begins. Medical plan contributions by the University are provided for a maximum of three (3) months in a calendar year for:
 - a. Nurses on temporary layoff, or
 - b. Nurses whose percent of straight time paid is, as a result of an emergency layoff or a temporary involuntary reduction in appointment rate, insufficient to qualify for the University's contribution.

For medical plans to remain in force, Nurses on temporary layoff must remit to the University the amount of the Nurse's contributions, if any.

2. Nurses on temporary layoff beyond one-hundred twenty (120) calendar days in a calendar year may continue medical plan coverage beyond the period of continued University contributions by remitting the full premiums as required by COBRA. Nurses on indefinite layoff may continue medical plan coverage by remitting the full premiums as required by COBRA.
3. Retirement system regulations determine the effect on retirement benefits while a Nurse is on indefinite or temporary layoff.

ARTICLE 24

MEDICAL SEPARATION

A. GENERAL CONDITIONS

1. A Nurse in the bargaining unit who becomes unable to perform the essential assigned functions of the position due to any disability as defined by State and/or Federal law may be medically separated pursuant to this Article. Prior to medical separation, a determination must be made by the University that no reasonable accommodation exists without causing undue hardship. A Nurse in the unit who is medically separated is eligible for special reemployment procedures as set forth in §E., below. Except by mutual consent, a Nurse in the unit shall not be medically separated under this Article while on any authorized leave of absence.
2. Except as provided in §3., below, a medical separation shall be based on:
 - a. A University statement describing the essential functions the Nurse in the unit is not able to perform satisfactorily, with or without reasonable accommodation; and
 - b. Any medical or other pertinent information provided by the Nurse, the Nurse's licensed health practitioner, or the University's physician or any other appropriate University officials.
3. A medical separation may be based on the receipt of long term disability payments from a retirement system to which the University contributes, such as UCRS or PERS, provided that the University has determined that no reasonable accommodation exists without causing undue hardship.

B. PROOF OF DISABILITY

Proof of the Nurse's disability is required and is subject to verification by the University. When the University requests a medical opinion as verification of disability, the University shall bear the costs of the medical examination(s) requested.

C. NOTICE OF INTENT TO MEDICALLY SEPARATE

A written notice of intent to medically separate shall be given to the Nurse either by delivery of the notice to the Nurse in person, or by placing the notice of intent in the U.S. mail, first class postage paid, or by any other reliable method in an envelope addressed to the Nurse at the Nurse's last known home address. Proof of service shall accompany the notice of intent. The notice shall:

1. inform the Nurse of the action intended, the reason for the action and the effective date of the action; and
2. inform the Nurse of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent, in accordance with the instructions given by the University in the written notice provided to the Nurse. A Nurse may request a reasonable amount of additional time to respond to the notice of intent to medically separate. Such requests shall not be unreasonably denied.

D. UNIVERSITY RESPONSE

After review of the Nurse's timely response, if any, the University shall notify the Nurse of any action to be taken. An effective date of separation shall be at least fifteen (15) calendar days from the date of issuance of the notice of intent to separate (pursuant to §C., above) or timely receipt of the Nurse's response, if any, whichever is later.

E. REEMPLOYMENT

1. For a period of one (1) year following the date of a medical separation, a medically separated Nurse may be selected for a position within the unit without the requirement that the position be publicized. However, if the former Nurse is receiving disability benefits from a retirement system to which the University contributes the period shall be three (3) years from the date benefits commenced. In order to be eligible for rehire under this Article, the medically separated Nurse must provide a medical certification describing the medically separated Nurse's ability to return to work, with or without reasonable accommodation and must set forth any limitation the Nurse may have.
2. If a non-probationary career Nurse separated under this Article is reemployed within one (1) year, a break in service does not occur. If a non-probationary career Nurse is receiving disability payments from a retirement system to which the University contributes and is reemployed within three (3) years, a break in service does not occur.

F. NOTICE TO THE ASSOCIATION

The University shall provide concurrent notice to the Association of notice of intent to medically separate a Nurse.

**ARTICLE 25
RESIGNATION**

A. NOTICE

A Nurse is expected to give at least fifteen (15) calendar days notice prior to resignation.

B. AUTOMATIC RESIGNATION

A Nurse who is absent for thirteen (13) calendar days without their supervisor's approval shall be considered to have automatically resigned from University employment as of the last day worked.

ARTICLE 26

CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE

A. GENERAL PROVISIONS

Corrective Action is an action designed to improve conduct or performance which does not involve an adverse impact on rights, pay, or benefits. Discipline is an action imposed on a non-probationary Nurse when corrective action has proven ineffectual or when the Nurse's misconduct or failure to perform satisfactorily is serious enough to warrant discipline. The University has the authority to discharge or to take other appropriate disciplinary action against a non-probationary Nurse for just cause.

B. TYPE OF ACTIVITY

The University may use an oral reprimand or counseling memorandum as corrective action. Discipline may involve a written warning, suspension without pay for up to five (5) working days for eight (8) hour Nurses, four (4) working days for ten (10) hour Nurses, or three (3) working days for twelve (12) hour Nurses without prior notice; suspension beyond five (5) working days for eight (8) hour Nurses, four (4) working days for ten (10) hour Nurses, or three (3) working days for twelve (12) hour Nurses with notice; demotion for failure to meet performance standards, as defined in §C., below, or discharge. Nurses who are suspended without pay for up to five (5) working days for eight (8) hour Nurses, four (4) working days for ten (10) hour Nurses, or three (3) working days for twelve (12) hour Nurses, and who wish to contest the suspension, must grieve within the time limits established by the grievance procedure of this Agreement. Corrective actions are not subject to the grievance or arbitration procedures of this Agreement.

C. DEMOTION

The University may demote a Nurse to a lower classification, with concurrent reassignment to work of lesser duties and responsibilities, based on a demonstrated failure to meet the performance standards of the higher classification. Such action shall take place only after reasonable attempts to correct the deficient performance have failed. Demotion shall be subject to the grievance and arbitration procedures.

D. INVESTIGATORY LEAVE

The University may place a Nurse on investigatory leave with pay in order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the Nurse immediately from all work duties. A Per Diem Nurse with special per diem rights as defined in Article 4, placed on investigatory leave shall be entitled to pay based on the average straight-time hours worked for the prior twelve (12) months. The University shall provide an update regarding the status of an investigatory leave upon request by CNA. An investigatory leave with pay shall not be considered corrective action or discipline as defined in this Article.

E. NOTICE

1. When the University intends to suspend for more than five (5) working days for eight (8) hour Nurses, four (4) working days for ten (10) hour Nurses, or three (3) working days for twelve (12) hour Nurses, demote, or discharge a Nurse, written notice of its intent

shall be given to the Nurse. Such notice shall be made, either by delivery of the notice to the Nurse in person, or by placing the notice of intent in the United States mail, first class postage paid, in an envelope addressed to the Nurse at the Nurse's last known home address. In either case, a copy of the notice of intent shall be sent by United States mail, first class postage paid, to the Association. It shall be the responsibility of the Nurse to inform the University in writing of any change of home address. When delivery is made by mail, the notice of intent shall contain a proof of service indicating the date on which the notice of intent was mailed. Such date of mailing shall be the "date of issuance" of the notice of intent.

2. The notice shall:
 - a. inform the Nurse of the action intended, the reason for the disciplinary action and the effective date of the action;
 - b. include a copy of the charge and material upon which the charge is based; and
 - c. inform the Nurse of the right to respond and to whom to respond within the time limit in §F., below, either orally or in writing in accordance with §F., below.

F. NURSE RESPONSE

1. The Nurse shall be entitled to respond, orally or in writing, to the notice of intent described in §E., above. If the written notice is delivered in person to the Nurse, the Nurse's response must be received within ten (10) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice. If the written notice is mailed to the Nurse and the Association, the Nurse's response must be received within fourteen (14) calendar days from the date of issuance of such notice of intent.
2. After review of the Nurse's timely response, if any, the University shall notify the Nurse of any action to be taken. Such action to be taken may not include discipline more severe than that described in the notice of intent; however, the University may reduce such discipline without the issuance of a further notice of intent. When such action includes a suspension without pay for five (5) working days for eight (8) hour Nurses, four (4) working days for ten (10) hour Nurses, or three (3) working days for twelve (12) hour Nurses or longer, a copy of the letter of discipline/suspension will be sent concurrently to the Association.
3. A Nurse shall be entitled to respond in writing to any corrective action or disciplinary action by the University and to have that response attached to the corrective or disciplinary action in the Nurse's personnel file.

G. PERSONNEL RECORDS

1. A counseling memorandum shall be placed in the Nurse's personnel records.
2. A copy of a written warning or notice of any further disciplinary action, given or mailed to a Nurse shall be placed in the Nurse's personnel records. The University agrees that written warnings and other disciplinary notices shall be accompanied by a proof of service.
3. Counseling memoranda and written warnings shall be destroyed after two (2) consecutive years during which there has been no further written warnings issued to the Nurse. A

notice of suspension shall be destroyed after two (2) consecutive years during which there has been no further discipline.

4. There shall be no charge for the first copy of the contents of the Nurse's personnel file.

H. REPRESENTATION

1. A non-probationary Nurse shall have the right of representation at any scheduled meeting the outcome of which may be a disciplinary act of written warning, suspension without pay, demotion or discharge. The University shall advise a Nurse of any scheduled meeting, the outcome of which may be a written warning, suspension without pay, disciplinary demotion or discharge. A Nurse may request a representative of the Nurse's choice other than a University employee who has been designated as supervisory, managerial, or confidential to be present when there is reason to believe that a meeting may result in disciplinary action as defined above. If the Nurse's preferred representative is not available to attend a meeting scheduled by the University, the Nurse shall arrange for an alternative representative for the meeting. If no alternative representative can be found for the scheduled meeting, the University may reschedule the meeting within eight (8) calendar days, unless otherwise agreed to by the parties.
2. The term "meeting" does not include the occasion in which the University only presents a Nurse with written confirmation of the results of the prior meeting referenced in §H.1., above.

ARTICLE 27 GRIEVANCE PROCEDURE

A. GENERAL CONDITIONS

1. Definitions

- a. A grievance is a claim by an individual Nurse, a group of Nurses, or the Association that the University has violated, misapplied, or misinterpreted this Agreement during the term of this Agreement.
- b. All grievances must be initiated and filed at the location where the alleged violation occurred.
- c. A formal grievance must identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated; describe the action(s) alleged to have violated the identified Article(s) and Section(s), the remedy requested, together with the following information that can be presented with the exercise of reasonable due diligence: the name(s) of the affected nurse(s), the location(s) in which the action(s) occurred, and the date(s) of the action(s).

2. Time Limits

- a. The labor relations representative at the location at which the alleged violation occurred must receive the formal grievance for an individual, group, or Association within thirty (30) calendar days after the date on which the Nurse or union knew or could be expected to know of the event or action which gave rise to the grievance. In the case of a nurse's separation from the University, the University must receive the grievance, within thirty (30) calendar days after the date of the Nurse's separation from University employment. Grievances may be submitted via US mail, hand delivery, or electronic mail at the addresses listed in Appendix G. Grievances submitted by electronic mail after 5:00 PM will be considered to be filed on the following business day. The University shall notify CNA of the designated official, including title, mailing address, phone number and e-mail address, and whenever a change occurs.
- b. The time limits specified in this Article may be extended by written agreement between the University and the Nurse, the Association, or the Nurse's representative, in writing in advance of the expiration of the time limits. Deadlines that fall on a day that is not a campus/Laboratory business day will automatically be extended to the next business day.
- c. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed

to in advance, the grievance will be considered resolved on the basis of the last University response to the grievance.

3. **Waiver** – Any formal grievance which is not received in accordance with the procedures specified in §A.1. and §A.2., above, is waived by the Nurse or by the Association.
4. **Association Grievances** – The Association shall have the right to present grievances under this procedure on behalf of an individual Nurse, on behalf of a group of Nurses, or on behalf of itself.
5. **Group Grievances** – The grievances of two (2) or more Nurses and multiple grievances by, or related to, the same Nurse which relate to the same incident, issue, or course of conduct may be consolidated for the purposes of the grievance procedure. Consolidated grievances may be severed. Consolidation or severance of grievances shall occur by mutual agreement of the Nurse and the University, in those cases where the Nurse is self-represented, or by agreement between the Nurse's representative and the University where the Nurse has chosen a representative.
6. **Offers of Settlement** – Settlement offers made at any step of the grievance procedure shall not be introduced as evidence in subsequent steps.
7. **No Reprisal** – No Nurse shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.
8. The University shall not have the right to use the grievance procedure.

B. NURSE REPRESENTATION RIGHTS

A Nurse shall have the right to be represented at all steps of the grievance procedure by a Nurse Representative and/or an Association representative or one (1) person of the Nurse's choice other than a University employee who has been designated as supervisory, managerial, or confidential. In the event more than one (1) representative attends a meeting in the grievance process, only one person may be the primary spokesperson, and only one nurse representative shall be compensated unless it is a multi-department grievance.

C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

The Association agrees that a Nurse may elect to substitute the University Sexual Harassment Complaint Resolution Procedure for the Informal Review described in this Article. With this sole exception, the procedures described in this Article and in Article 28 Arbitration, of this Agreement shall be the sole and exclusive means of resolving grievances submitted by Nurses in the bargaining unit.

D. INFORMAL REVIEW

1. The Nurse(s) and/or the Nurse's representative shall discuss the grievance with the immediate supervisor. When such discussion with the

immediate supervisor is not practicable, the Nurse(s) or the Nurse's representative shall discuss the grievance with the designated University official at the location where the alleged violation occurred. In the case of grievances which the Association wishes to present on its own behalf, the Association shall discuss the grievance with the designated University official.

2. Resolution of the grievance at Informal Review, although final, shall not be precedent setting. Attempts at resolution of the grievance at Informal Review do not extend the time limits for filing a formal grievance as described in §E., below, unless an exception is granted in advance and in writing by the designated University official.
3. If the grievance is not resolved at Informal Review, the formal grievance may be reduced to writing and advanced to Step 1.

E. STEP 1: FORMAL GRIEVANCE – DEPARTMENT REVIEW

1. Formal Grievance – A formal grievance shall be filed in writing on a mutually agreed to form and must be in accordance with the procedures specified in §A.1. and §A.2., above. The University and CNA may mutually agree, on a location by location basis, that grievance filings and responses may be conducted electronically in accordance local procedures. Either party may withdraw mutual consent upon thirty (30) days written notice.
2. Department Review – The designated University official will forward the formal grievance to the appropriate office for review.
 - a. The University shall not agree to resolution of a formal grievance until the Association representative has received a copy of the proposed resolution and has been given the opportunity to file a response.
 - b. Unless the parties agree otherwise, the University shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the formal grievance.
 - c. During the Step 1 meeting, the parties shall discuss information and contentions relative to the grievance and attempt to arrive at a mutually agreeable solution. In addition, the University shall, either orally or in writing, inform the Association of the known facts, issues, and allegations.
 - d. The University will issue its written response to the Nurse and the Nurse's representative, if any, within fifteen (15) calendar days after the formal grievance is filed or after the Step 1 meeting if such meeting is held. In cases where the Association is not directly involved, the University will issue its response within fifteen (15) calendar days of the Association's response or deadline for the

opportunity to respond. If the University does not render its response within these time limits, or if the grievance is not resolved at Step 1, the grievance may proceed to Step 2.

- e. Resolution of the grievance at Step 1, although final, shall not be precedent setting.

F. STEP 2 – LOCAL GRIEVANCE REVIEW

1. If the grievance is not resolved at Step 1, the Nurse or the Association may proceed to Step 2 by filing an appeal, as follows:
 - a. The Nurse or the Nurse's representative shall submit the written appeal on the mutually agreed-upon form.
 - b. The written appeal must be postmarked, submitted via email, or hand delivered to the local labor relations office listed in Appendix G within fifteen (15) calendar days of the date on which the written response to Step 1 was given or due.
2. The University shall schedule a Step 2 meeting within ten (10) calendar days following receipt of the appeal to Step 2, to attempt to resolve the grievance. During the Step 2 meeting, the Nurse and the Nurse's representative, if any, shall present the known facts, issues and allegations relevant to the grievance.
3. Within fifteen (15) calendar days following the Step 2 meeting, or within fifteen (15) calendar days following receipt of the appeal to Step 2, if no Step 2 meeting is held, the University shall issue a written response. In cases where the Association is not directly involved, the University shall render the written response within fifteen (15) calendar days of the Association's response or the deadline for the opportunity to respond. Proof of service shall accompany the written decision.
4. Grievances alleging a dismissal or suspension in violation of Article 26, Corrective Action, Discipline and Discharge, only, that are not satisfactorily resolved at Step 2, may be appealed directly to arbitration in accordance with Article 28, Arbitration.
5. If the University does not render its response within these time limits, or if the grievance is not resolved at Step 2, the grievance may proceed to Step 3.

G. STEP 3 – UC OFFICE OF THE PRESIDENT REVIEW

1. CNA or a nurse may appeal a grievance to Step 3. To consider a grievance at Step 3, written notice of appeal of the Step 2 Local answer shall be served upon the Executive Director of Labor Relations of the University by the CNA Director-UC Division or their designee. The UCOP Executive Director must receive such notice 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 shall be signed and dated by CNA.

2. An appeal to Step 3 shall be accomplished by one of the following methods:
 - a. Delivery by U.S. Mail; or
 - b. Personal presentation with mutual acknowledgment from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents; or
 - c. Email to AppealAGrievance@ucop.edu.
 - 1) Appeals submitted by electronic mail after 5:00 PM will be considered to be filed on the following business day.
 - 2) The University shall acknowledge the Union's Appeal to Step 3 through a computer-generated, automatic email response.
3. A nurse or group of nurses using a representative other than CNA may appeal a Step 2 University answer to the UCOP Executive Director of Labor Relations. Such written appeal shall identify the grievance being appealed and shall be signed and dated by the nurse(s) and their representative.
4. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
5. The UCOP Executive Director or their designee shall issue the University's Step 3 decision within thirty (30) calendar days of the receipt of the appeal. Proof of Service shall accompany the written decision. The Step 3 decision shall be served upon the nurse's designated representative and a copy shall also be provided to the CNA Director – UC Division or their designee. Time limits for appealing a UC written answer are found in Article 28, Arbitration Procedure.
6. The UCOP Executive Director or her/his designee shall have the authority to settle grievances appealed to Step 3.
7. If the University's Step 3 decision is not properly appealed to arbitration as provided in Article 28, 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 provision of Article 28 – Arbitration, only CNA shall have the right to submit a grievance to arbitration.
8. If the Association does not appeal the grievance to arbitration within thirty (30) calendar days, as specified in §F.4., above, the written decision shall become final but shall not be precedent setting.

H. PAY STATUS

Upon advance request, a grievant, a grievant's representative, and witnesses called by the University who are University nurses, shall be granted leave with pay to attend meetings convened by the University to consider the grievance, if such meetings occur during their regularly scheduled hours of work. Such leave

with pay will be considered time worked. Time spent in meetings convened by the University outside of a Nurse's regularly scheduled hours of work is without pay. In the event the University is unable to schedule during the Nurse Representative's normal work schedule, the Nurse Representative will be compensated and such time will be considered as time worked.

I. OTHER REPRESENTATION

1. Whenever a Nurse has chosen a representative other than a Nurse Representative or other Association representative as defined in this Agreement, the Nurse shall provide written notice of such representation to the University. The University shall notify the Association of any formal grievance filed by a Nurse where an Association representative is not chosen by the Nurse.
2. In cases where the Association is not acting as the Nurse's representative, the University will send a copy of its Step 1 or Step 2 or Step 3 written decision to the Association. The Association shall have fifteen (15) calendar days from the date of issuance of the University's proposed Step 1 or Step 2 or Step 3 written decision to respond to it. The University then has fifteen (15) calendar days to render the written decision to the Nurse or the Nurse's representative. The Association will be provided a copy of the University's written decision. Proof of service shall accompany the University written decision.

J. GRIEVANCE FILE

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

ARTICLE 28 ARBITRATION

A. GENERAL CONDITIONS

Only the Association may file an appeal to arbitration after the timely exhaustion of Article 27, Grievance Procedure of this Agreement.

1. Time Limits – Association Appeals

- a. The original appeal to arbitration must be postmarked with an official United States Postal Service postmark and received by the Office of the President within thirty (30) calendar days of the mailing of the Office of the President written decision to the Association. Proof of service must accompany the appeal to arbitration. In the appeal, the Association must set forth the issues and remedies remaining unresolved.
 - b. The Office of the President official shall forward the grievance to arbitration within twenty (20) calendar days after receiving the appeal, specifying the location responsible for further handling of the arbitration. Deadlines that fall on a day which is not a University business day will automatically be extended to the next business day.
2. The scheduling of the arbitration hearing date must be accomplished no later than sixty (60) calendar days from the date the grievance was originally appealed to arbitration. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator.
 3. The parties may extend the sixty (60) day limit for scheduling the arbitration by mutual written agreement in advance of the expiration of the time limit. In such cases the arbitrator shall be informed of the parties' mutual agreement and shall be provided with a copy of such written agreement.
 4. Failure to schedule the arbitration within sixty (60) calendar days will render the grievance ineligible for arbitration and the last preceding University written answer shall become final.
 5. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limit.

B. SELECTION OF ARBITRATOR

1. The Association and the University shall select an arbitrator from the lists below:
 - a. North List - Luella Nelson, Alexander Cohn, David Weinberg, John Kagel, and Norman Brand.
 - b. South List - Fred Horowitz, Doug Collins, Michael Prihar, Sara Adler and Najeeb Khoury.

2. The parties shall alternately strike one (1) name each from the above list(s), the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator.

C. ARBITRATION PROCEEDING

1. The arbitration proceeding shall provide an opportunity for the Association and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. The parties shall not seek to introduce new issues and allegations at the arbitration hearing which were not introduced during Step 2 of the grievance procedure. Settlement offers made during the grievance procedure shall not be introduced as evidence in arbitration.
2. When practicable, the University shall inform the Association in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in §C.3., below. In the event an arbitrator, as a result of the arbitrability hearing referenced, above determines a matter to be arbitrable, they shall have no authority to decide the issues pursuant to the facts of the case unless the parties agree otherwise.
3. If, following the selection of the arbitrator, the University raises for the first time issue(s) of arbitrability, a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.
4. §C.2. and §C.3. above, shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case.
5. If either party requests a postponement of the scheduled arbitration hearing following the University's raising issue(s) of arbitrability, the hearings on arbitrability and facts, if any, shall be separate, and the provisions of §C.2. above, shall apply.
6. Prior to arbitration, the Association and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. Relevant material and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and material should be identified at least seven (7) calendar days prior to the hearing.
7. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

8. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's authority shall be limited to determining whether the University has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement.
9. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the nurse the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding.
10. Except as otherwise specifically provided, the University will not be liable on a grievance claiming back wages or other monetary reimbursement for:
 - a. any period of time during which an extension of time limits has been granted at the request of the Association;
 - b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Association; and
 - c. any period of time greater than thirty (30) calendar days prior to the date of the Informal Review, Step 1 under Article 27, Grievance Procedure except for mathematical, calculation, recording, or accounting errors.
11. The Association shall have full authority to settle, withdraw, or otherwise dispose of any grievance brought on behalf of the Association and/or on the behalf of nurses. An agreement to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration reached by and between the University and the Association shall be binding upon employees represented by the Association.

D. PAY STATUS

Upon advance request, the grievant, the grievant's representative, and witnesses called by the University who are University Nurses, shall be granted leave with pay to attend arbitration hearings and meetings convened by the University to consider grievances if such hearings and meetings occur during their regularly scheduled hours of work. Such leave with pay will be considered time worked. Time spent in arbitration hearings and meetings convened by the University outside of a nurse's regularly scheduled hours of work is without pay.

E. ARBITRATOR'S FEES

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

F. EXPEDITED ARBITRATION

The parties may agree to use an expedited form of arbitration. When the parties agree to use an expedited form of arbitration, the case shall be heard by the arbitrator at their earliest date. There shall be no transcript of the proceedings unless required by the arbitrator. Post-hearing briefs will be waived and the arbitrator will issue a written decision within ten (10) working days following the close of the hearing record.

G. MEDIATION

The parties may agree to mediation in an effort to resolve grievances and avoid unnecessary use of the arbitration process. If the parties agree to use mediation they shall agree to it in writing. When the parties agree to use mediation, the case shall be heard by an agreed upon mediator at a date agreed upon by the parties. There shall be no transcript of the proceedings unless required by the mediator. The cost of the mediation, if any, shall be born equally by the parties. Either the Association or the University may terminate the mediation immediately by written notice at any time.

H. ARBITRATION PANEL

1. In the event of a vacancy in the panel of arbitrators, such vacancy shall be filled by the parties within fifteen (15) calendar days if the parties agree that a replacement is necessary. In the event the parties mutually agree that a named arbitrator should be replaced, the parties shall meet to select a new arbitrator.
2. No later than one month following negotiations, the parties shall negotiate additions and/or deletions for the arbitration panel.

ARTICLE 29

ASSOCIATION RIGHTS

A. GENERAL PROVISIONS

1. The parties acknowledge that it is in the Association's interest that it be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting Association meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing Registered Nurses of Association activities. In the interest of facilitating these purposes, and in accordance with local campus/Laboratory procedures, the parties agree to this Article.
2. The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/Laboratory.

B. ACCESS BY THE ASSOCIATION/ASSOCIATION REPRESENTATIVES - GENERAL PROVISIONS

1. Designated Association representatives who are not University employees, or who are not employed at the facility visited, may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit members matters pertaining to this Agreement. In the case of visits for the purpose of conducting unscheduled meetings with bargaining unit members, the Association representative shall give notice upon arrival in accordance with local campus/Laboratory procedures.
2. The Association will furnish the University with a written list of all designated Association representatives, including those who are University Nurse Representatives. The Association shall update the list as changes to the original occur. The University need not provide any release time to any Nurse whom CNA has failed to formally designate as a Nurse representative, alternate representative, or Chief Nurse Representative prior to a request for release time.
3. Such internal Association business as membership recruitment, campaigning for Association office, hand billing or other distribution of literature, and all other Association activities shall take place during non-work time. Nurse rest and meal periods are non-work time for the purposes of this Article.
4. As currently provided, the Association shall be permitted to use a table in or near the main cafeteria at each facility, or in or near the lunchroom where no cafeteria exists.
5. Association representatives shall be given a campus/hospital/Laboratory orientation which shall review access areas, general safety and health requirements, and procedures for the scheduling and use of certain rooms. Attendance at the orientation shall be a prerequisite to access. The University and the Association may mutually agree to waive the prerequisite in the appropriate circumstances.

C. NURSE REPRESENTATIVES

1. The University shall recognize designated Nurse Representatives who are members of the bargaining unit. The function of the Nurse Representative shall be to inform Nurses of their rights under this Agreement, to ascertain that the terms and conditions of this

Agreement are being observed, and to investigate and assist in the processing of grievances.

2. CNA may designate one (1) Chief Nurse Representative for each medical center, and one Nurse Representative for each student health center on a campus, each medical center, and the Lawrence Berkeley Laboratory.
 - a. At medical centers with more than one hundred (100) Nurses, CNA may designate one (1) additional Nurse Representative and an alternate representative for every one hundred (100) members of the bargaining unit or major portion thereof in that unit.
 - b. Except as provided below there shall be no more than one (1) Nurse Representative and one (1) alternate from a particular patient care unit or equivalent. A Chief Nurse Representative may be from the same patient care unit as a Nurse Representative or Alternate Nurse Representative. If a patient care unit has more than one hundred (100) bargaining unit Nurses, then a second Nurse from that unit shall be eligible to be a Nurse Representative, provided the maximum number of RNs allowed above is not exceeded. The alternate Nurse Representative may serve as a Nurse Representative only when the primary Nurse Representative(s) is not at work.
 - c. The Nurse Representative and the Chief Nurse Representative, if any, shall not be allowed release time for the same block of time if they are from the same unit.

D. PAID RELEASE TIME FOR NURSE REPRESENTATIVE ACTIVITIES

1. Amount of Time Provided

- a. Designated Nurse Representatives, Medical Center Chief Nurse Representatives, and alternative Nurse representative(s) for each medical center are eligible to receive twelve (12) hours per month paid release time in accordance with the provisions of this article. The total cumulative use of paid release time for the primary and alternate Nurse Representative, per particular patient care unit or equivalent, shall be limited to twelve (12) per month.
- b. Each medical center Chief Nurse Representative is also a designated medical center Nurse Representative as provided in §D.1.a., above. The Chief Nurse Representative is therefore eligible to receive a maximum of twenty-four (24) hours per month as follows:
 - 1) twelve (12) of Nurse representative paid release time as provided in §D.1.a., above, and
 - 2) an additional twelve (12) hours of Chief Nurse Representative paid release time to attend one (1) Association meeting per month.
- c. For Per Diem Nurses who serve as Nurse Representatives or Chief Nurse Representatives, the University and CNA agree that any shift for which release time is granted shall not be counted toward the required minimum shift availability each month according to the location's Per Diem Scheduling Agreement.

2. Authorized Purposes for Paid Release Time

- a. Within the twelve hours of paid release time provided in §D.1.a., above, the Nurse Representative shall be authorized paid release time for the following purposes:
 - 1) grievance meetings and for one-on-one meetings with a grievant related to the filing of a grievance,
 - 2) a meeting with a supervisor to resolve potential or formal grievances,
 - 3) to attend scheduled group orientation for new Nurses,
 - 4) for Nurse representatives in the Student Health Centers (SHCs), participation in SHC procedure and/or furlough scheduling meetings,
 - 5) for other grievance-related activity, such as that related to the initial filing of a formal grievance,
 - 6) distribution of the printed labor agreement to Nurses, and
 - 7) up to four (4) hours per month for attendance at monthly Nurse Representative meetings at the Nurse's facility to deal with grievance resolution issues.
 - 8) In the event that a Nurse Representative also serves as the PPC Chair for a Medical Center, that Nurse Representative may use up to four (4) of the twelve (12) hours of paid release time for PPC activities.
- b. When such time is used for the on-site grievance-related activities of witness interviewing and/or document collection, the Nurse Representative shall not interfere with the work activities of the witness(es) or possessor(s) of the documents, or the normal operations of the unit.
- c. The release time provided is not to be used for grievance-related activity such as research, or writing or preparation of briefs or other such statements of position or argument.
- d. The University shall not deduct hours from the time provided for time spent in meetings initiated by University officials, or time participating in an arbitration hearing.

3. Requesting and Providing Paid Release Time

- a. All Nurse representatives shall request release time from their supervisor prior to the activity.
 - 1) Where practicable, requests for release time shall be made prior to the time the work schedule is established.
 - 2) When requesting release time to assist Nurses in grievance activity, requests shall be submitted as soon as practicable in advance of the hours intended for release time use.
- b. The University will not unreasonably deny the release time if submitted in accordance with §D.3. Such release time shall not exceed the maximum amount of release time provided in §D.1., above. Upon receiving such a request, the

University will make every attempt to find coverage for those hours using customary scheduling guidelines and will only deny such requests when not able to secure the required coverage to meet patient needs, and such denial to an individual Nurses may be for all or part of the requested time off in the event of inability to secure the requested coverage to meet patient needs.

- c. When practicable, prior to the establishment and posting of the unit work schedule, the Chief Nurse Representative will identify the shifts and times for which they request the twelve (12) hours of paid time provided in §D.1.b.2, above. The University will schedule up to twelve (12) hours of this paid release time per monthly schedule, if the release time was requested in accordance with the provisions of this section.
4. At its sole discretion, the University may authorize use of release time for more than the time limits provided for in this Article. The exercise of this discretion and/or the enforcement by the University of the maximum time shall under no circumstances establish a precedent for the Nurse Representative, alternate, or represented area involved nor shall the allowance of greater than the maximum time in a month for a Nurse Representative have any effect or bearing on the ability of the University to enforce the maximum on any other Nurse Representative.
5. In the event the University questions if a Nurse representative or the Chief Nurse Representative is not adhering to these release time provisions, the University will notify the Association and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.

E. PATIENT CARE AREAS

Association representatives shall have access to patient care areas only as necessary for travel to and from business in those places set forth in Appendix F. Association representatives shall not contact Nurses in, linger in, or use patient care areas for the purpose of conducting Association business. When the designated campus/hospital/Laboratory official and the Association representative mutually agree that a visit to a patient care area is necessary in attempting to adjust grievances, access to patient care areas will be granted. "Patient care area" includes:

1. Chart rooms and rooms that function as or are in the nature of chart rooms;
2. Nursing stations;
3. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria;
4. Libraries or study areas located within patient care areas;
5. Patient floor and operating room area corridors; and
6. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.

F. MEETING ROOMS AND BULLETIN BOARDS

1. The University shall provide the Association use of general-purpose meeting rooms and those rooms set forth in Appendix F. The Association shall make advance arrangements for such use with the designated campus/Laboratory office.

- a. The University shall approve or deny an Association request for an available meeting room within a reasonable period of time. The University will not unreasonably deny prearranged use of such meeting rooms except where unforeseen circumstances require the room to be used for teaching or patient care-related purposes, including staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative.
 - b. The Association may schedule classrooms and conference rooms outside of patient care areas for those times when such rooms are not used for teaching or patient care-related purposes and when Nurse lounges would not be large enough or would otherwise be unsuitable for a given Association meeting.
- 2. The Association shall have access to general-purpose bulletin boards and shall have the use of those bulletin boards set forth in Appendix F. At those locations where the University is responsible for posting material on bulletin boards, the University will promptly post copies of the CNA-provided material.
- 3. The University and the Association shall, within thirty (30) calendar days of the conclusion of bargaining, meet and update Appendix F, Rooms and Boards for each facility.

G. ASSOCIATION ACCESS TO NURSE RECORDS

Upon reasonable notice, the Nurse and/or the Nurse's representative and/or an Association representative, if authorized in writing by the Nurse, may examine or request material in the Nurse's personnel records. The written authorization shall be valid for thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the Nurse, whichever is later. Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the Nurse and the Nurse's representative.

H. MAIL DELIVERY

United States mail which is received by the University bearing a Nurse name and accurate address will be distributed to the Nurse in the normal manner. In locations where Nurse mailboxes exist, the Association shall have reasonable use of them. At each medical center, the University shall provide a secure mail drop for use by the Association and Nurses. Nurse Representatives shall have the right to use their University e-mail account for the purposes of conducting Association business authorized under Article 27, Grievance Procedure.

ARTICLE 30

ASSOCIATION PAYROLL DEDUCTION

A. GENERAL CONDITIONS

All Nurses covered by the terms of this Agreement may become and remain members in good standing of the Association, pursuant to the provisions of HEERA. No Nurse shall be required to join the Association as a condition of employment at the University.

B. ASSOCIATION DEDUCTIONS

1. Each Nurse who is a member of the Association or authorizes Association deductions shall have the Association deductions deducted as provided in this Article.
2. The Association will certify to the University to begin deductions or to cease deductions from the salaries of bargaining unit Nurses. Such certification shall occur no later than the 15th of the month for the following monthly or bi-weekly payroll cycle. Such deductions shall be delivered to the University in an Excel (.xls) format.
3. The Association will either deliver an electronic file in Excel (*.xls) format to the University's campus appropriate office or upload files to the FTP website on a rolling basis. The University shall provide notice of the final administrative process at least thirty (30) calendar days in advance of the change. The deduction file(s) shall be either transmitted electronically or uploaded no later than the 15th of each month. For bi-weekly paid employees included in this union deduction file to be submitted by the 15th of the month or on a rolling production submission, the University will process the next business day following the Friday before the end of each bi-weekly pay period for the deductions to be effective the next full-bi-weekly pay period. In the event that the 15th falls on a weekend, the Union will deliver the list on the following Monday. In the event that the appropriate office is closed on the 15th, the Union will deliver the list on the business day prior to the 15th.

The Association list to be submitted shall contain the available information, in a form that is mutually agreed upon by the parties, including:

- a. Bargaining Unit
- b. Campus or Medical Center
- c. Employee Name (last, first)
- d. Employee Identification Number
- e. Action Code
- f. Deduction Code
- g. Ongoing deduction dollar amount for political action

The University and the Association shall meet and discuss in a good faith effort to reach agreement regarding any issues related to processing Association deductions.

It is not the intent of the parties to delay or deny processing Association deductions due to unavailable information.

4. The University shall deduct and remit to the Association no less frequently than once a month Association deductions, as established by the Association. The University shall not be responsible for deduction in any pay period in which the Nurse's net earnings are insufficient to cover the deduction. The University shall also remit an alphabetical list showing the names of payees and the amounts deducted and remitted.
5. No Nurse shall be dropped from Association membership upon return from any leave of absence or layoff, unless such leave or layoff constitutes a break in service.
6. Any written communications received by the University regarding Association membership shall be returned to the Nurse by the University with reference to this Article. The University shall direct all NX bargaining unit member questions regarding Association membership to the Association. The Association will receive copies of all such correspondence.

C. Upon notification as provided above, the University agrees to deduct for CNA's Political Action and Education Fund, provided the authorization is for regular recurring payroll deductions and is not used for one-time payroll deductions.

D. INDEMNIFICATION

It is specifically agreed that the University assumes no obligation other than that specified in §B, and §C, above, or liability, financial or otherwise, arising out of the provisions of this Article. The Association shall inform the University once a year of the amount of the monthly dues under this provision. Such notice should be sent in time to provide for appropriate programming. Further, the Association hereby agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University pursuant to this Article.

E. CORRECTION OF ERRORS

If, through inadvertence or error, the University fails to make authorized deductions, or any part thereof, the University shall assume no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of the Association, their disposition thereafter shall be the sole and exclusive responsibility of the Association. It is expressly understood and agreed that the Association shall refund to the Nurse any deductions erroneously withheld from a Nurse's wages by the University and paid to the Association. In the event the Association fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the Association.

F. FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. For each monthly remittance to CNA, the University shall charge CNA \$10.00 for payment transmittal, and \$.07 per employee covering calculations and reporting. The administrative service fees shall be deducted from payroll deduction amounts being remitted to CNA.
2. For the purpose of voluntary deductions for CNA's Political Action and Education Fund, fees deducted for administration shall not exceed the actual costs incurred by the University to establish such deductions

ARTICLE 31
NURSE LISTS AND DISTRIBUTION OF CONTRACTS

A. NURSE LISTS

1. On a monthly basis, the University shall provide CNA with a list by campus/medical center of all Nurses in the NX bargaining unit at each campus/medical center. This list will be accessed by CNA via FTP (File Transfer Protocol). This list will contain the employee name, work phone, title code, title name, department, work location, employee ID, hire date, hourly rate (as provided in the dues report), annualized pay rate, and dues indicator. Available home address, home phone, personal email, and personal cell will be provided if the Nurse has not objected to disclosure of the information.
2. The University will provide to CNA a monthly list of changes (e.g., salary adjustment, new hire, transfer in or out, LOA start and end date, separation, home address, etc.) via FTP that have occurred within the bargaining unit.

B. DISTRIBUTION OF MATERIALS

1. Posting of the Agreement

- a. Within ten (10) calendar days following ratification, the University shall provide CNA with an electronic copy of the draft official version of the contract for CNA review and concurrence.
- b. The University will not post the UC version of the agreement to its website until CNA has had at least ten (10) calendar days to review the draft referenced in §B.1.a., above.
- c. The University and CNA will use their best efforts to ensure that this agreement is posted within one hundred twenty (120) calendar days following ratification.
 - 1) Both parties must approve the camera ready copy of the Agreement prior to posting.
 - 2) The University shall make appropriate arrangements for CNA's access to the work sites to facilitate CNA's distribution of the contract to each Nurse.

2. New Employee Orientation

- a. The University shall provide CNA not less than ten (10) days notice in advance of a new employee orientation. The University shall advise CNA of the estimated number of NX bargaining unit members scheduled to attend the new employee orientation.
- b. The Association shall be permitted to address Nurses at a reasonable time in conjunction with new employee orientation sessions, involving one or more newly hired bargaining unit Nurses for thirty (30) minutes for the purpose of CNA new Nurse orientation. The CNA presentation will be included in the written agenda for the meeting. The University and the Association agree to meet and confer over arrangements to accomplish this goal. The Chief Nurse Representative or designee shall be authorized to receive reasonable paid release time to attend such CNA new Nurse orientation.

- c. The University shall provide CNA with a copy of the attendance list of all NX bargaining unit members attending the new employee orientation within ten (10) days following the new employee orientation.
- d. To the extent that a Nurse's orientation process is individualized and/or to the extent that a Nurse for any reason does not within sixty (60) days of beginning work attend a group orientation meeting as described above, the following alternate provisions shall apply:
 - 1) CNA shall notify the Nurse, the Nurse's manager and the local Labor Relations office of a proposed thirty (30) minute time slot, during normal working hours, for a designated CNA representative to meet privately with (and provide materials and information to) the Nurse, without management personnel or any other persons present.
 - 2) For reasons of operational necessity only, the University may notify CNA that the proposed time is unworkable and that CNA must propose an alternate time.
- e. Where the University conducts RN-only orientations, the University shall allow CNA to address Nurses there in accordance with §B.2.b. above.

ARTICLE 32

LEAVE OF ABSENCE FOR UNION BUSINESS

A. GENERAL CONDITIONS

1. Extended

- a. Upon at least thirty (30) calendar days advance written request from the Association and the Nurse, one (1) Association-represented Nurse per campus/Laboratory shall be granted an extended leave of absence to engage in Association business. The Association will reimburse the University for the paid leave in accordance with the provisions of §A.2.b., below. At campuses with more than 1000 bargaining unit Nurses, no more than two (2) Nurses may be granted such a leave. No more than one Nurse per department will be granted such leave at any one time.
- b. The duration of the extended leave of absence shall be specified at the time the Nurse commences the leave, and no such leave shall be granted unless the written request specifies the duration of the leave. Such leaves of absence shall be for a period of not less than thirty calendar days and no more than three (3) years.

2. Pay Status

- a. Employee Pay – During the paid reimbursed leave, the Nurse shall be paid by the University, and shall continue to accrue service credit, and shall retain all benefits to which the employee was entitled prior to the start of the leave.
 - 1) During the paid reimbursed leave the Nurse shall be eligible for increases in accordance with campus practices.
 - 2) Any leave granted in accordance with this section shall not constitute a break in service.
 - 3) During the paid reimbursed leave, the employee shall not be eligible for Workers Compensation benefits arising out of an injury occurring during the leave from the University. While on Association leave, University employees shall be covered by CNA's Workers Compensation carrier.
- b. Union reimbursement – The Association shall reimburse the University for all costs of employee compensation, including but not limited to salary plus all benefits paid to the employee for the time the employee is on leave without loss of compensation. The Association shall submit payment to the University within thirty (30) calendar days of receiving confirmation of payment to the employee. The University has the right to terminate the leave if the Association fails to provide timely payment.
- c. The University, due to operational requirements, may postpone the date such leave of absence without pay is scheduled to begin.
- d. Under no circumstance shall the University be required to return such Nurse to an active employment status with the University prior to the completion of the stated duration of the extended leave of absence. At least forty-five (45) calendar days prior to the completion of the stated term of the leave of absence, the

Association shall notify the University of the Nurse's intent to return to the University's employ and the Nurse shall likewise so advise the University. Upon return, the Nurse shall be returned to the same or similar position, without loss of pay or seniority, from which the Nurse took the leave of absence, consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay.

3. Short Term

In accordance with the provisions of Article 17, Vacation; Article 14, Hours of Work, §M.3, Compensatory Time Bank; and Article 20, Leaves of Absence, §F., Personal Leave, Nurses may apply for short term leave and receive scheduled vacation, compensatory time off, or personal leave in order to participate in bona fide Association activities. The duration of the requested time away from work shall be specified at the time the Nurse requests the vacation, compensatory time off, or personal leave. The granting of such leave is dependent on the operational concerns of the University. Such leave shall be approved within a reasonable time frame. In no event shall such request for leave be unreasonably denied.

ARTICLE 33 MANAGEMENT RIGHTS

- A. Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the Association agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. Although the University may upon request consult with the Association concerning the following areas, the University is not obligated to bargain with the Association as to such areas during the term of this Agreement.

- B. Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:
 - 1. to establish the University's missions, programs, objectives, activities, and priorities;
 - 2. to plan, direct and control the use of resources to achieve the University's missions, programs, objectives, activities, and priorities;
 - 3. to develop, implement and administer affirmative action programs;
 - 4. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
 - 5. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 - 6. to determine the location or relocation, reorganization, or discontinuance of operations; to determine where Nurses shall work; or subcontract all or any portion of any operation;
 - 7. to assign and schedule work; to determine the need for overtime;
 - 8. to establish the size, composition, and qualifications of the work force;
 - 9. to recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff casual, career, or probationary Nurses;
 - 10. to establish, modify, and enforce standards of performance, conduct, and safety for Nurses, and to determine the process by which Nurse performance is evaluated;
 - 11. to reprimand, suspend, release, or otherwise discipline or discharge Nurses for misconduct or failure to perform satisfactorily;
 - 12. to maintain safety standards and programs;
 - 13. to determine and modify job classifications and job descriptions.

- C. The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.

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

ARTICLE 34
INDEMNITY

The University shall provide the defense and indemnification for a Nurse within the unit sued on account of acts or omissions in the course and scope of their employment where required by the provisions of California Government Code §995, et seq. (State Tort Claims Act). Disputes arising under this Article shall be subject to the grievance procedure but not the arbitration procedure in this Agreement.

ARTICLE 35
NO STRIKES

- A. During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The Association, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The Association, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B. The Association shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include but not be limited to sending written notice to the home address of all Nurses engaged in prohibited activity informing them that they must immediately return to work.
- C. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- D. Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 26, Corrective Action Discipline and Discharge

ARTICLE 36
SEVERABILITY

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

ARTICLE 37
WAIVER

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

ARTICLE 38 DURATION

A. DURATION

The terms and conditions of this agreement shall remain in full force and effect commencing, July 9, 2022 and shall terminate at 11:59 p.m. on October 31, 2025, unless the University and the Association mutually and in writing agree to extend any or all of the terms and conditions of this Agreement during this term.

B. NEGOTIATION OF A SUCCESSOR AGREEMENT

1. The Association shall no later than June 15, 2025 serve upon the Office of Labor Relations of the University written notice of its intent to negotiate a successor Agreement. Included in such notice shall be the Association's written initial proposals regarding a successor Agreement.
2. The University shall, no later than July 1, 2025, following receipt of the Association's timely notice of its intent to negotiate a successor Agreement including the Association's initial proposals, present its written initial proposals regarding a successor Agreement to the Association.
3. Negotiations shall commence on or about fifteen calendar days following the University's submission of its initial proposals, unless the parties agree otherwise in writing prior to the effective dates specified above.

C. Timely notice of intent to negotiate, as provided in §B above, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Articles so specified.

D. Neither party shall have an obligation or requirement to negotiate on any provision of any Article not timely designated.

E. During the period of negotiations on Articles properly designated for amendments the terms and conditions of the agreement shall remain in full force and effect.

F. In the event that neither CNA nor the University accomplishes timely notice of intent to reopen, the terms and conditions of the Agreement shall remain in full force and effect.

ARTICLE 39

RELEASE TIME FOR BARGAINING

- A.** The University shall provide paid release time for up to nine (9) members of the bargaining unit for the purpose of negotiating this Agreement and any subsequent Agreement as provided in Article 38, Duration. At least two (2) weeks in advance of the onset of scheduled negotiations, the Association will provide the University with the names and locations of the Nurses who are to receive paid release time.
1. No more than one Nurse will be released from each location, with the sole exception of one (1) "at large" Nurse. A location is defined as: UCLA Westwood, UCLA Santa Monica, UCLA, UCSDHS Hillcrest, UCSDH La Jolla, UCSD, UCDH, UCD, UCIMC, UCI, UCSFMC, UCSF Mission Bay, UCSF, UCB, UCSC, UCR, and UCSB.
 2. Association bargaining team members will remain constant; in the event that a substitution is required, CNA will make every reasonable effort to advise the University of the alternate's name and location as soon as practicable in advance of the session which the alternate will attend.
- B.** A designated Nurse Negotiator's schedule shall be changed to accommodate their participation in negotiations, and the Nurse shall be paid for all days spent in negotiation sessions. A Nurse Negotiator who is scheduled to work the night before and/or the night after a negotiating session may designate either (but not both) of those shifts as time off without loss of pay or benefits for the purpose of attending the negotiating session and they shall be paid for all days spent in negotiation sessions. Nurse Negotiators on furlough shall be paid for days spent in negotiation sessions. Nurse Negotiators shall not be paid for pre-negotiation preparation time except as described below in §E. Attendance by a Nurse Negotiator at scheduled bargaining session shall constitute fulfillment of the Nurse's work obligation for that day. If the parties agree that a full-day CNA bargaining team caucus is necessary to the bargaining process, the University may designate such a day as a "negotiating session."
- C.** The designated Nurse Negotiators shall make a reasonable effort to notify their immediate supervisor of their intent to attend scheduled bargaining sessions, as soon as practicable, prior to the date of the scheduled bargaining sessions.
- D.** Paid release time for bargaining shall include any differentials to which the Nurse would have been entitled had the Nurse worked instead of attending the meet and confer session.
1. Paid release time shall not exceed the Nurse's regular pay for their normally scheduled hours of work on the day(s) of the meet and confer session(s).
 2. No Nurse shall receive paid release time for any travel and/or meet and confer time for any hours or any day for which the Nurse was not otherwise scheduled to work.
- E. PRE-BARGAINING RELEASE TIME FOR SUCCESSOR NEGOTIATIONS**
- Unless mutually agreed otherwise, up to nine (9) CNA Nurse Negotiators, identified in §A above, shall receive up to five (5) days of paid reimbursed release time in order to provide the University with initial proposals for the beginning of bargaining. This paid reimbursed released time shall not be considered time worked for the purpose of overtime accrual or other premium pay. This paid reimbursed released time shall be paid in accordance with Article 32. A.2. The Association shall notify the University at least two (2) weeks prior to the date(s) requested for meetings pursuant to this Section and shall designate the Nurse Negotiators for purposes of this Section.

ARTICLE 40 COMPENSATION

A. GENERAL PROVISIONS

1. Nurses are compensated in accordance with the location-specific compensation programs established for nurses at their respective employment locations as set forth below.
2. All increases provided herein shall be effective on the first day of the pay period closest to the date specified for the increase.
3. **Appendix A** - The salaries resulting from the range adjustment increases are reflected in Appendix A. The parties recognize that the actual salary rates paid to nurses may slightly vary from those reflected in Appendix A due to rounding.
 - a. Step Placement on Step Ranges - Nurses are placed on the appropriate step according to the location's hiring grid or hiring plan. Each campus/hospital/laboratory's method of providing credit for relevant experience for nurses, including service for Student Health Center nurses, will be measured up to the first day of May (or the first day of July at UCI and UCB) coinciding with or prior to their date of hire.
 - b. All provisions in this Article applicable to career nurses shall apply equally to limited appointment nurses unless otherwise agreed to by the parties.
 - c. Unless otherwise specified, pay increases (regardless of type) shall be base-building only up to the maximum of the applicable step range. The campus or Medical Center's normal pay practices shall be followed in implementing pay increases.
 - d. Where no compensation changes are reflected in this Article 40 for any particular job classification(s), pay for such classification(s) remains unchanged.

B. RECOGNITION LUMP SUM PAYMENT

1. The University will pay eligible nurses the recognition lump sum payment sixty (60) calendar days following ratification, on or around September 6, 2022. To be eligible for the lump sum payment a nurse must have been hired into a bargaining unit position on or before January 3, 2022, and be in the bargaining unit on the date of ratification and the date of payout.
2. Career nurses will receive a \$3,000 lump sum payment.
3. **Per Diem Nurses**
 - a. Per Diem nurses who worked 50% or more of the full-time hours will receive a \$2,000 lump sum payment.
 - b. Per Diem nurses who worked less than 50% of the full-time hours will receive a \$1,000 lump sum payment.
 - c. For per diem nurses, the lookback year will be June 27, 2021, through June 25, 2022.

- d. The calculation of 50% or more of full-time hours for the per diem lump sum payment will be based on a full-time hour equivalent of 2080 hours.

C. JULY WITHIN-RANGE STEP INCREASES

1. Each eligible nurse shall receive a within-range step increase effective July 1, 2023; July 1, 2024; and July 1, 2025.

CI. ATB / RANGE INCREASES

1. All locations shall provide a 6% wage increase effective January 1, 2023; 5% wage increase effective January 1, 2024; and 5% wage increase effective January 1, 2025.

CII. ADDITIONAL INCREASES (Special Equity Adjustments)

1. UC Irvine shall provide Clinical Nurses an additional 2% across the board increase effective January 1, 2023; an additional 2% across the board increase effective January 1, 2024; and an additional 2% across the board increase effective January 1, 2025.
2. UC Irvine shall provide Nurse Practitioners an additional 2% across the board increase effective January 1, 2023; and an additional 2% across the board increase effective January 1, 2024.
3. UC Irvine shall provide Transplant Coordinators an additional 4% across the board increase effective January 1, 2023; an additional 4% across the board increase effective January 1, 2024; and an additional 4% across the board increase effective January 1, 2025.
4. UC Irvine shall provide Certified Registered Nurse Anesthetists (CRNA) a \$2,400 Lump Sum Payment effective January 1, 2023; and a \$2,400 Lump Sum Payment effective January 1, 2024.
5. UC San Diego shall provide Clinical Nurse 1, 2, 3, 4 and Per Diems an additional 1% across the board increase effective January 1, 2023; an additional 1% across the board increase effective January 1, 2024; and an additional 1% across the board increase effective January 1, 2025.
6. UC San Diego shall provide Nurse Practitioners an additional 1% across the board increase effective January 1, 2023; an additional 1% across the board increase effective January 1, 2024; and an additional 1% across the board increase effective January 1, 2025.
7. UC San Diego shall provide Certified Registered Nurse Anesthetists (CRNA) an additional 1% across the board increase effective January 1, 2023; an additional 1% across the board increase effective January 1, 2024; and an additional 1% across the board increase effective January 1, 2025.
6. UCLA only:
Effective January 1, 2023, UCLA Per Diem Certified Registered Nurse Anesthetists (CRNA) hourly rate will increase:
 - a. Senior (9121) – Increase rate to \$145.15

- b. CRNA (9122) – Increase rate to \$131.95
- 7. The increases above that occur on the same date as the across-the-board increases shall not be compounded.

F. ON-CALL RATE INCREASE

Effective January 1, 2023, On-Call rates will increase:

- a. UC San Diego shall increase the on-call rate to \$12.00 per hour.
- b. UC Irvine shall increase the on-call rate to \$10.50 per hour.
- c. UC Los Angeles shall increase the on-call rate to \$18.00 per hour.
- d. UC Davis shall increase the on-call rate to \$15.00 per hour.

G. DIFFERENTIAL PAY - AS PROVIDED IN APPENDIX A

H. SAN DIEGO, DAVIS, SAN FRANCISCO AND IRVINE SPECIALTY CERTIFICATION DIFFERENTIAL

- 1. Full-time, part-time career and special per diem Nurses will receive Specialty Certification Differential when:
 - a. The certification is from a University-recognized professional organization Board or Agency; and
 - b. The Nurse is in a position in the specialty in which they are certified; and
 - c. The Nurse maintains current certification.
 - d. Qualifying full-time career Nurses will receive \$100.00 per month (or \$92.31 per quadri-weekly cycle), and qualifying part-time Nurses will receive a prorated amount on the basis of the appointment rate. Upon implementation of UC Path, payment calculations will be based on bi-weekly pay periods.
- 2. Qualifying Per Diem Nurses who have worked at least 1000 hours in the previous contract year shall receive a one-time, non-base building, non-retirement eligible lump sum payment of \$600. Review of qualifying hours shall be accomplished in the first month of the new contract year, and shall be paid as soon as practicable thereafter.

I. LOS ANGELES SPECIALTY CERTIFICATION DIFFERENTIAL

- 1. Full-time, part-time and special per diem Nurses will receive Specialty Certification Differential when:
 - a. The certification is from a University-recognized professional organization, Board or Agency; and
 - b. The Nurse is in at least a 50% position in the specialty in which they are certified; and
 - c. The nurse maintains current certification.

2. Qualifying full-time nurses will receive \$100.00 per month (or \$46.16 per bi-weekly cycle), and qualifying part-time nurses will receive a prorated amount on the basis of the appointment rate.

J. PER DIEMS - If the Affordable Care Act requires medical benefits be offered to per diems by the University, the per diem wage rate will be adjusted to offset the additional University cost.

ARTICLE 41

PARKING

A. GENERAL PROVISIONS

1. The University shall provide to career and special per diem Nurses, parking and parking-related services at each campus or the laboratory to the same extent and under the same conditions as normally provided to other non-represented University staff employees at the Nurse's location.
2. The parties understand and agree that parking spaces designated for employees may from time to time be eliminated or reassigned due to construction, special events, and/or operational needs of the University.

B. PARKING AND TRANSPORTATION RATES

1. The University, upon ratification by both parties, will implement the FY 2018-2019 parking and transportation rates at each location as set forth in Appendix E, effective on ratification of the Agreement. The University will make payroll deductions for Nurses with parking permits in accordance with campus/medical center/laboratory procedures.
2. For FY 2019-20, 2020-21, 2021-22, and 2022-23, the University shall limit the parking rate increases as specified in Appendix E.

ARTICLE 42 NEW TECHNOLOGY

A. GENERAL PROVISIONS

Clinical technology is intended to complement, not diminish, nursing skills, judgment and decision-making. The use of technology shall not limit the Nurse's exercise of clinical judgment in assessment, evaluation, planning and implementation of care, nor from acting as a patient advocate. New technology may affect nursing duties, but shall not be used to replace the Nurse's role in delivery of care to patients.

B. NURSE INPUT INTO NEW TECHNOLOGY

Representatives of the PPC shall be entitled to participate in the selection, design, building and validation processes whenever new technology affecting the delivery of nursing care is being considered. The committee shall recommend measures objectively to improve the delivery of safe, therapeutic, effective care in conjunction with the use of new technology.

C. A Nurse's patient care assignment shall be taken into consideration when determining the appropriate method for training on new technology.

In situations where a Nurse has been instructed to complete training and in the Nurse's clinical judgment, they are unable to complete training while addressing patient care demands, the Nurse may request assistance for the completion of the assigned training.

ARTICLE 43
DISCLOSURE OF PERSONAL INFORMATION

Except as provided by law or by an agreement which safeguards employees' rights, transmission of a Nurse's social security number and other personal financial information to a third party by the University or CNA is prohibited without the express permission (Opt-in) of the individual Nurses.

APPENDIX B-1

ENUMERATION OF UNIVERSITY BENEFITS

A. HEALTH BENEFITS

1. **Medical Program** – A variety of Health Maintenance Organizations (HMOs) and fee-for-service plans are available to cover eligible employees and their eligible family members. Choice of plans may vary from location to location. Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time may be covered by the CORE major medical plan. The plan is available to the employee and eligible family members.
2. **Dental Program** – Dental plans are available to eligible employees. Employees may cover themselves and their family members.
3. **Vision Program** – A vision plan is available to eligible employees. Employees may cover themselves and their eligible family members.

B. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM (UCRS)

1. **University of California Retirement Plan (UCRP)** – Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRP). The level of required contributions to UCRP is determined annually by the Plan actuary and The Regents.
2. **UCRP Tier Two Benefits** – The Tier Two membership classification of UCRP was closed on July 1, 1990, and is only available on a continuing basis to active UCRP members who previously elected Tier Two.
3. **Tax Deferred 403 (B) Plan** – Voluntary participation in the UC Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The plan provides a mix of internally and externally managed investment options.
4. **Defined Contribution Plan (DC Plan)**
 - a. **Pre-Tax Account** – Member contributions to the University of California Retirement Plan (UCRP) that had been redirected to the Pretax Account prior to 2010 continue to be held in the pre-tax account. Member contributions were made through payroll reductions which defaulted to the Savings Fund if another fund was not selected. Participants are offered a mix of internally and externally managed investment options.

- b. **Pre-Tax/Safe Harbor Account** – Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll deductions default to the Savings Fund, participants are offered a mix of internally and externally managed investment options.
 - c. **After Tax Account** – Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. The plan provides a mix in internally and externally managed investment options.
5. **457(b) Deferred Compensation Plan** – Voluntary participation in the UC 457(b) Plan became available October 1 2004, to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.

C. LIFE INSURANCE

- 1. **University-Paid** – Two University-Paid life insurance plans –Basic Life and Core Life – provide basic life insurance coverage. The amount varies, depending on your appointment rate and average regular paid time. Eligible employees are automatically covered by the plan for which they qualify.
- 2. **Supplemental** – Optional personal life insurance and dependent life insurance is available and may be purchased by eligible employees.

D. OTHER INSURANCE

- 1. **Accidental Death & Dismemberment Insurance** – Eligible employees may purchase Optional AD&D insurance. A variety of coverages and amounts are available to cover employees and their eligible family members.
- 2. **Business Travel Accident Insurance** – Employees who are traveling on official University business are covered for 10 times the annual salary or up to a maximum of \$500,000 of accidental death and a scheduled dismemberment insurance.
- 3. **Disability Insurance**
 - a. **Short-Term Disability Insurance** – Short Term disability insurance is available to eligible employees. Eligible employees are automatically covered by the plan.
 - b. **Supplemental Disability Insurance** – Optional supplemental disability insurance may be purchased by eligible employees. This optional

coverage augments the Short-Term Disability Insurance referenced above, and provides Long Term Disability Coverage.

4. **Legal Expense Insurance Plan** – A legal expense insurance plan may be purchased by eligible employees. The plan is employee-paid through payroll deductions.
5. **Auto/Homeowners Insurance** – Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.

E. OTHER BENEFITS

1. **Tax Effective Salary Reduction Programs**
 - a. Retirement Tax Savings Plan – Required monthly participant contributions to the University of California Retirement Plan (UCRP) and the DC Plan Pretax Account are automatically deducted from gross pay before federal and state taxes are calculated.
 - b. Tax Savings on Insurance Premiums (TIP) – Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution (if any) is applied, the net insurance premiums are deducted from gross pay before federal and state taxes.
2. **Dependent Care Reimbursement Account (DepCare)** – DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.
3. **Health Care Reimbursement Account (HCRA)** – The Health Care Reimbursement Account is available to eligible employees and allows them to pay for eligible health care expenses not covered by the employee's medical, dental, or vision plans on a pretax, salary reduction basis.
4. **U.S. Savings Bonds** – Through payroll deductions, investments can be made in United States Series EE Savings Bonds.
5. **Death Payments** – Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partner; child or children's parent or parents; or siblings. If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance

policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse or domestic partner and/or eligible dependent(s).

6. **Alternate Retirement Plans** – Employees covered by alternate retirement plans are subject to those plans' rules and regulation, and not subject to UCRP coverage.

APPENDIX B-2
Retiree Health Eligibility
Graduated Eligibility based on Age and Service
Age at Retirement

Any Nurse in a UCRP-eligible position as of November 26, 2013 will be grandfathered for the purpose of determining retiree health program eligibility in accordance with the yellow column below. Any Nurse hired, rehired following a break in service, or who becomes UCRP eligible after November 26, 2013, will be covered by the blue-headed portion of the chart below.

Years of UCRP Service Credit At Retirement	Current Minimum Age 50	50- 55	56	57	58	59	60	61	62	63	64	65	
	10	50%	0%	5.0%	10.0%	15.0%	20.0%	25.0%	30.0%	35.0%	40.0%	45.0%	50.0%
	11	55%	0%	5.5%	11.0%	16.5%	22.0%	27.5%	33.0%	38.5%	44.0%	49.5%	55.0%
	12	60%	0%	6.0%	12.0%	18.0%	24.0%	30.0%	36.0%	42.0%	48.0%	54.0%	60.0%
	13	65%	0%	6.5%	13.0%	19.5%	26.0%	32.5%	39.0%	45.5%	52.0%	58.5%	65.0%
	14	70%	0%	7.0%	14.0%	21.0%	28.0%	35.0%	42.0%	49.0%	56.0%	63.0%	70.0%
	15	75%	0%	7.5%	15.0%	22.5%	30.0%	37.5%	45.0%	52.5%	60.0%	67.5%	75.0%
	16	80%	0%	8.0%	16.0%	24.0%	32.0%	40.0%	48.0%	56.0%	64.0%	72.0%	80.0%
	17	85%	0%	8.5%	17.0%	25.5%	34.0%	42.5%	51.0%	59.5%	68.0%	76.5%	85.0%
	18	90%	0%	9.0%	18.0%	27.0%	36.0%	45.0%	54.0%	63.0%	72.0%	81.0%	90.0%
	19	95%	0%	9.5%	19.0%	28.5%	38.0%	47.5%	57.0%	66.5%	76.0%	85.5%	95.0%
	20	100%	0%	10.0%	20.0%	30.0%	40.0%	50.0%	60.0%	70.0%	80.0%	90.0%	100.0%
To find the University contribution for a particular age and number of years UCRP service credit, look down the far left column for the number of years UCRP service credit; then look across that row to the appropriate age. That will show the amount of the University contribution. Example: with 15 years of UCRP service credit at age 60, the retiree receives 37.5% of the University contribution.													

APPENDIX C VACATION CREDIT TABLES

Vacation Credit for Employees Having **Less Than 10 Years** of Qualifying Service

Number of Hours on Pay Status				Percent of Time on Pay Status	Hours of Vacation Earned
160 Hour* Month	168 Hour* Month	176 Hour* Month	184 Hour* Month		
0 – 79	0 – 83	0 – 87	0 – 91	0 – 49	0
80 – 87	84 – 92	88 – 96	92 – 101	50 – 54	5
88 – 103	93 – 109	97 – 114	102 – 119	55 – 64	6
104 – 119	110 – 125	115 – 131	120 – 137	65 – 74	7
120 – 135	126 – 142	132 – 149	138 – 156	75 – 84	8
136 – 151	143 – 159	150 – 167	157 – 174	85 – 94	9
152 – 160	160 – 168	168 – 176	175 – 184	95 – 100	10

Vacation Credit for Employees Having **10 but less than 15 Years** of Qualifying Service

Number of Hours on Pay Status				Percent of Time on Pay Status	Hours of Vacation Earned
160 Hour* Month	168 Hour* Month	176 Hour* Month	184 Hour* Month		
0 – 79	0 – 83	0 – 87	0 – 91	0 – 49	0
80 – 85	84 – 91	88 – 95	92 – 99	50 – 54	6
86 – 97	92 – 104	96 – 109	100 – 114	55 – 62	7
97 – 108	105 – 119	110 – 124	115 – 130	63 – 70	8
109 – 119	120 – 133	125 – 139	131 – 145	71 – 79	9
120 – 139	134 – 146	140 – 153	146 – 160	80 – 87	10
140 – 153	147 – 161	154 – 168	161 – 176	88 – 95	11
154 – 160	162 – 168	169 – 176	177 – 184	96 – 100	12

Vacation Credit for Employees Having **15 but less than 20 Years** of Qualifying Service

Number of Hours on Pay Status				Percent of Time on Pay Status	Hours of Vacation Earned
160 Hour* Month	168 Hour* Month	176 Hour* Month	184 Hour* Month		
0 – 9	0 – 83	0 – 87	0 – 91	0 – 49	0
80 – 85	84 – 90	88 – 94	92 – 98	50 – 53	7
86 – 97	91 – 102	95 – 106	99 – 111	54 – 60	8
98 – 108	103 – 114	107 – 119	112 – 124	61 – 67	9
109 – 119	115 – 125	120 – 131	125 – 137	68 – 74	10
120 – 131	126 – 138	132 – 144	138 – 151	75 – 82	11
132 – 142	139 – 150	145 – 157	152 – 164	83 – 89	12
143 – 154	151 – 162	158 – 169	165 – 177	90 – 96	13
155 – 160	163 – 168	170 – 176	178 – 184	97 – 100	14

Vacation Credit for Employees Having **More than 20 Years** of Qualifying Service

Number of Hours on Pay Status				Percent of Time on Pay Status	Hours of Vacation Earned
160 Hour* Month	168 Hour* Month	176 Hour* Month	184 Hour* Month		
0 – 79	0 – 83	0 – 87	0 – 91	0 – 49	0
80 – 84	84 – 89	88 – 93	92 – 97	50 – 53	8
85 – 94	90 – 99	94 – 104	98 – 109	54 – 59	9
95 – 104	100 – 110	105 – 115	110 – 120	60 – 65	10
105 – 114	111 – 120	116 – 126	121 – 132	66 – 71	11
115 – 124	121 – 131	127 – 137	133 – 143	72 – 78	12
125 – 134	132 – 141	138 – 148	144 – 155	79 – 84	13
135 – 144	142 – 152	149 – 159	156 – 166	85 – 90	14
145 – 154	153 – 162	160 – 170	167 – 178	91 – 96	15
155 – 160	163 – 168	171 – 176	179 – 184	97 – 100	16

**APPENDIX D
HOLIDAY PAY FOR PART-TIME EMPLOYEES**

HOURS ON PAY STATUS

144-Hour* Month	152 Hour* Month	160 Hour* Month	168 Hour* Month	176 Hour* Month	Percent of Time on Pay Status **	Hours of Holiday Pay***
0 - 71	0 - 75	0 - 79	0 - 83	0 - 87	---	0
72 - 81	76 - 85	80 - 89	84 - 94	88 - 98	50 - 56	4
82 - 99	86 - 104	90 - 109	95 - 115	99 - 120	57 - 68	5
100 - 117	105 - 123	110 - 129	116 - 136	121 - 142	69 - 80	6
118 - 135	124 - 142	130 - 149	137 - 157	143 - 164	81 - 93	7
136 - 144	143 - 152	150 - 160	158 - 168	165 - 176	94 - 100	8

*Paid hours, excluding holiday hours.

**An employee appointed on a percent of time basis earns in accordance with the appointment, provided the employee is not off pay status during the month.

***When more than one holiday occurs in a month, multiply the Hours of Holiday Pay by the number of holidays for which the employee is eligible in the month to determine the total holiday hours with pay.

APPENDIX E

PARKING

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

Berkeley Campus	10% maximum
Davis Campus	\$5 maximum
Davis Health System	\$10 maximum
Irvine Campus	\$10 maximum
Irvine Medical Center	\$12 maximum
Los Angeles Campus	Please see attached
Los Angeles Health System	Please see attached
Merced Campus	\$5 maximum
Riverside Campus	\$10 maximum
San Diego Campus	\$10 maximum
San Diego Health System	\$10 maximum
San Francisco Campus & Health System	10% maximum
Santa Barbara Campus	Please see attached
Santa Cruz Campus	10% maximum
Lawrence Berkeley National Laboratory	No charge

UC Los Angeles Campus & Medical Center

Permit Name	Permit Description	FY 2018-19 Current Rates	January 2019 Proposed Rates	FY 2019-20 Proposed Rates	FY 2020-21 Proposed Rates	FY 2021-22 Proposed Rates	FY 2022-23 Proposed Rates
Yellow (Commuter)	General Use Monthly Permit for Staff/Faculty/Student	\$83.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
Blue	Mobility Monthly Permit for Staff/Faculty	\$104.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
X	Reserved Monthly Permit for Staff/Faculty	\$152.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
2 Person Carpool	2 person Carpool Monthly Permit for Staff/Faculty/Students	\$69.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
3 Person Carpool	3 person Carpool Monthly Permit for Staff/Faculty/Students	\$42.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
4 Person Carpool	4 person Carpool Monthly Permit for Staff/Faculty/Students	\$26.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
Disabled	Monthly Permit for Disabled Staff/Faculty/Students	\$83.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
Night	Night (after 4:30) Monthly Permit for Staff/Faculty/Students	\$48.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
Weekend	Weekend Monthly Permit for Staff/Faculty/Student	\$37.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
Clean Fuel Permit	Ultra-Low Emissions Vehicle Monthly Permit for Staff/Faculty/Students	\$83.00	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*

* Please note, if the Tax Cuts & Jobs Act requirement that non-profits pay 21% UBIT on pre-tax deductions for parking or transit, an additional 21% on pre-tax deductions will need to be added to the overall monthly fee.

UCLA – Santa Monica Hospital							
Permit Name	Permit Description	2017-18 Rates	January 2019 Proposed Rates	FY 2019-20 Proposed Rates	FY 2020-21 Proposed Rates	FY 2021-22 Proposed Rates	FY 2022-23 Proposed Rates
Orange Tag	Arizona Lot Monthly Permit for Employees	\$84	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
Blue Tag	Medical Office Monthly Permit for Employees	\$84	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*
Night/Weekend	Night / Weekend Permit for Employees	\$10 (cap)	21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*	\$10/month cap + 21% of total fee*

* Please note, if the Tax Cuts & Jobs Act requirement that non-profits pay 21% UBIT on pre-tax deductions for parking or transit, an additional 21% on pre-tax deductions will need to be added to the overall monthly fee.

Santa Barbara

Permit Name	Permit Description	(cap level)
“B” Annual or “B” Multi-Year (Monthly Rate)	Annual or Multi-Year Staff Permit	+\$10
“B” Quarterly (Fall/Winter/Spring/Summer)	Quarterly Staff Permit	+\$32
“B” One-Month	One-Month Only Staff Permit	+\$15
“M” Motorcycle (Monthly Rate)	Annual Motorcycle Permit	+\$5
“B” Carpool (Monthly Rate)	Annual Carpool Permit	+\$10
“N/WE” Annual or Monthly (Monthly Rate)	Annual or One-Month Night & Weekend Permit	+\$4

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

**Carpool permit is at a reduced rate during pilot period. Campus may reinstate the rate to the same amount as the Annual and Multi-Year Rate, plus annual increases within agreed cap level between 2013 and 2018. Campus will provide 30-day notice to union prior to reinstating the rate.

APPENDIX F

MEETING ROOMS AND BULLETIN BOARDS

1. UC DAVIS

MEETING ROOMS

Pre-scheduling Required

Medical Center

Hospital

ACSU Auditorium, 4310, 8712,
DCR 1204, Davis 1704 and D7 7705

Cancer Center

Auditorium Conference Rooms: 1101/1103
7106

Glassrock

Ellison

3010A, 3013, 3015 A/B, 3030C, 3300

Ticon

3326

Cowell Student Health

Conference Room 1136

Room G – (M-F) 8:00 am – 5:00 pm

School of Medicine

TB 168

BULLETIN BOARDS

Posting will be done by the university in restricted areas

Medical Center Main Hospital

CCTT - 3219	G (near elevators 3, 4, 5)	T6 – 6607
CSC– Break Room 2P212	IR-1614A outside hallway	T7 (Gold)– 7676A
CSC - DRI – 0337 (Basement)		
D3-3824	N1 – Break Room	T7 (Blue) – 7606B
D5 NICU – 5824 (Breakroom)	N5 – 5202A	
D6 – 6817	N6 (Apheresis/PICC) – 6219	T8 – 8607
D7 – 7817	OR2 –OR lounge	TNU – Room 11793
D8 – 8705	P2 BICU – Staff Locker Room, 2P431	T6 – 6607
D10 PICU – 10761 Breakroom)	P2 NSCIU – Break Room #3P413	
D12 – 12812	P3CTICU – Break Room #3P413	

D14 – 14812	SDSC– Break Room 1132	
E4 – 4001	S3 (GI) – 3304-C	
E5 Neuro - 5001	S4-4302	
E5 Rehab - 5001	T2 – 2607	
E6 – 6138	T3 – 3607	
E8 - 8104	T4-4607	
ED – 1P936	T5 MICU – Break Room 5674 Staff Locker Room 5607	

Medical Center Outlying Buildings

Cancer Center	Lounge (3 rd Floor North) Lounge (2nd Floor South) Lounge (1 st Floor South) Lounge 1 st Floor North) Basement room 0134
Ellison/ACC	3009 Break Room (3rd floor)
Employee Health (Cypress Bldg.)	Coffee Room Suite A Room 2014
Glassrock	7 th Floor Room 7120 Pediatric Clinic Break Room
Ticon I	Break Room (2nd Floor)
Ticon II	Break Room (3rd Floor)

All Other Buildings

1379 Prairie City Road	Kitchen Break Room
251 & 271 Turn Pike Drive	Kitchen Break Room
Auburn Bell Rd	Staff Break Room
Davis PCN	Break Room (2nd Floor)
Elk Grove	Break Room

Rancho Cordova	Hallway outside break room
Roseville	Break Rooms
Rocklin (GI & Infusion)	Break Room
Midtown UPA	Break Rooms
Midtown Internal Medicine	Break Rooms
Midtown Family Medicine	Break Rooms
Midtown Pediatrics	Break Rooms
C Street Dermatology Clinic	Break Room
C Street Plastic Surgery Clinic	Break Room
C Street Spine Center	Break Room
C Street Sport Medicine Clinic	Break room
J Street	Break Room
Cadillac Bldg.	Break Room

2. UC IRVINE

MEETING ROOMS

Building 53	Auditorium, 1001; Classroom D, 121
Library	2103, 2104, 2105, 2106, 2107, 2114, 2116
Pavilion 3	Room 223
Building 3	Rooms 101 & 302
GI Lab	Room 1504
GHEI	Staff Lounges

BULLETIN BOARDS

Douglas Hospital 1022, 2807-1, 2846, 3805, 3249, 4405, 4605, 5400, 5605, 6400, 6605, 7400, 7605

Tower Staff Lounges Ed Lounge, 1T, 2T, 3T, 4T, 5T

Building 3 168, 202

Medical Library Breezeway: Glass-enclosed bulletin board in the northwest corner

UCIMC various: Non-glass enclosed bulletin board in the following units/locations:

Medical Center Pavilion 1	Nurses Lounge - 2nd floor
Medical Center Pavilion 2	Nurses Lounge
Medical Center Pavilion 3	Nurses Lounge

Chao Cancer Center
 Family Health Center Anaheim
 Family Health Center Santa Ana
 Building 200 – 8th floor
 IR Tower
 Senior Health

Infusion Center Staff Lounge, 238
 Staff Lounge, 1st floor, room 126
 Staff Lounge, 2nd floor, room 2021
 Staff Lounge, Ste. 836
 Staff Lounge LL0123A
 Nurse Lounge

UCI Campus

Gottschalk Medical Plaza
 Beckman Laser Institute
 Student Health Center

Staff Lounge
 Nurses Station (2)
 Staff Lounge

3. UC SAN FRANCISCO

MEETING ROOMS

Langley Porter

LP01	LP220	LP371
LP376	A222	A224

Parnassus campus

Classroom Scheduling (415) 476-4436
[https://25live.collegenet.com/ucsf/#home_my25live\[0](https://25live.collegenet.com/ucsf/#home_my25live[0)

Ambulatory Care Center

(415) 476-4021

School of Nursing, Dean's Office

N217	N417	N423
N517	N527	N617
N721	N729	

Medical Sciences Bldg, Cole Hall

S-18	S-20	S-22
S-157	S-158	S-159
S-160	S-161	S-162
S-163	S-166	S-170
S-171	S-172	S-173
S-174	S-175	S-176
S-178	S-180	S-182
S-214		

Laurel Heights

HR #330
 D&T #307
 Huddle Rooms #305-Q, N, M
 Conference Rooms 272, 275, 366, 376, 382, 384
 Conference Rooms 454, 456, 457, 476, 474

Mount Zion

Herbst Hall
 Executive Board Room

HSW

HSW300	HSW301	HSW302
HSW303		

Mission Bay Classroom Scheduling

[https://25live.collegenet.com/ucsf/#home_my25live\[0](https://25live.collegenet.com/ucsf/#home_my25live[0)

Meeting Room Scheduling:

<http://reservations.ucsf.edu/virtualems>

Moffitt Long Hospital	U70	U506	U456
	U458	U460	Toland Hall
Clinical Sciences	C130	C417	C517
	C701		
Dentistry	D1008	D2002	D2211
	D3209	D4035	

Zuckerberg San Francisco General Hospital

Conference Room Scheduling

<http://zsfglibrary.ucsf.edu/conferencerooms>

Administration	# 2A6			
Business Office	Building 20, 4th Floor			
Nursing	Caf Conference #1			
	Contact Hospital Administration			
	(415) 206-3517			
Dean's Office	Caf Conference #3			
OB / GYN	6D #12			
Pediatrics	6E7			
Medical Library	Building 30, Room 101, 201, 208, 2nd floor			
Psychiatry	7M30 A	7M30 B	7M27	7E2
Pathology	Carr Auditorium (BLdg 3)			
Surgery	3 A			
Experimental Medicine	Building 3, 5th Floor, Rm 505			
Emergency Services	NH #1E35			
Information Systems	4H2			
Medicine	#5KB			
Quality Mgmt	Bldg 20, WD 23,			
	Bldg 40, 5th Fl Computer Lab			

BULLETIN BOARDS

Parnassus Campus

Reasonable use of general purpose bulletin boards and boards at nursing stations and break rooms in Moffitt/Long in accordance with campus procedures. Bulletin board for exclusive use of CNA is located on 2nd floor near entrance to Medical Sciences Building.

Mission Bay Campus

Reasonable use of general purpose bulletin boards and boards at nursing stations and break rooms in accordance with campus procedures. Bulletin boards for exclusive use of CNA are located on the north-south corridor between the Adult and Women's Hospital to the Gateway Medical Building

Mount Zion	Bulletin boards for exclusive use of CNA are located in the basement near the dining rooms, near the OR on the 4th floor and in break rooms
San Francisco General	Reasonable use of general purpose bulletin boards and boards at nursing stations and break rooms in accordance with campus procedures. Bulletin board on main hall of 2nd Floor of Building 5.

4. UC LOS ANGELES

MULTI-UNION USE MEETING ROOMS & BULLETIN BOARDS

In accordance with existing campus procedures, the following bulletin boards are available:

RONALD REAGAN UCLA Medical Center

Meeting Rooms

B-120	B-124 A & B	B-130	3-102	3-307
3-309	6-234	7-234	8-234	
CHS – Hollywood	CHS – Sunset	CHS – Brentwood		

Bulletin Boards

1st Floor	GOU	1257
ED/IR	1515	
1 West NRRU		
Blood Donor Bank		
3rd Floor	PACU/PTU/MPU Breakroom	2135
	3 Peds Floor Staff Lounge	3516
	Interventional Floor Staff Lounge	332
	Interventional Floor Staff Lounge	3323A
4th Floor	4 ICU Staff Lounge	4481
	4 North Staff Lounge	4612D
	4 West Staff Lounge	4300F
	4 East Staff Lounge	4160E
5th Floor	5 ICU Staff Lounge	5461
	5 North Staff Lounge	5655
	5 West Staff Lounge	4312A
	5 East Staff Lounge	5160D
6th Floor	6 ICU Staff Lounge	6481
	6 North Staff Lounge	6612D
	GCRC Staff Lounge	6215
	6 West Staff Lounge	6312B
	6 East Staff Lounge	6160D
7th Floor	7 ICU Staff Lounge	7481
	7 North Staff Lounge	7612C
	7 West Staff Lounge	7312B

	7 East Staff Lounge	7160D
8th Floor	8 ICU Staff Lounge	8481
	8 North Staff Lounge	8612D
	8 West Staff Lounge	8312B
	8 East Staff Lounge	8160D
	Dialysis Staff Lounge/Conference	8237D
B-Level	Nursing Staff Office	B-106
NPH	Conference Room 4265 and 2467	

Arthur Ashe Student Health & Wellness Center – Meeting Room

Large Conference Room – Suite 414

Small Conference Room – suite 420A

Arthur Ashe Student Health & Wellness Center – Bulletin Board

Break Room (2nd floor)

Break Room (4th floor)

Jules Stein Eye Institute - Meeting Room & Bulletin Board

A Level – A128

200 Medical Plaza – Bulletin Boards

B-124–Employee Lounge	B265-67	B265-78
120-18 Boyer Clinic	17-240 Staff Lockers	241
301-Staff Lounge	320-21 (Med Procedure unit)	401 Staff Lounge
501-1 Staff Lounge	660-15 Pre-Op (outside)	
Vending Area 660-47	Surgical Center	

300 Medical Plaza – Bulletin Board

1st Floor Staff Lounge

SANTA MONICA – UCLA Medical Center And Orthopedic Hospital

Meeting Room: 1, 2, & 3 on first level & auditorium & board room on first level

Bulletin Boards:

Operating Room	Hallway Between Rooms 3465 and 3467
Operating Room/ GI	Staff Lounge – 1470B
PACU	Employee Lounge – Room 3401A
PTU	Staff Lounge – 3588
Cath Lab, IR and OR staff	Union board – Room 3314
Critical Care/Adult ICU	Staff Lounge– Room 43908
Post-Partum	Staff Lounge – and Hallway outside 2411A
2SW – Pavilion L&D	Staff Lounge – Room 2561
2SW – Pavilion NICU	Staff Lounge – Room 2571
Emergency Room	Staff Lounge – A501
Overflow	Staff Lounge – 3588 (Upon opening of new wing – A471D)

ACU	
5MN Intermediate Care	Staff Lounge
4MN Medicine	Staff Lounge – Room 4445
4SW Pavilion – ONC	Staff Lounge – Room 4545
4MNP Medicine	Locker Room 4429/ Multi union 4445
5MNP Intermediate Care	Staff Lounge – Room 5415
6NW Pediatrics	Staff Lounge – Room 6218
5NW Geriatrics	Staff Lounge – Room 5218
4NW Med/Surg	Staff Lounge – Room 4218
3NW Orthopedics	Staff Lounge – Room 3218
Surgery Center (MOB)	Staff Lounge – Room 2313
2020 Santa Monica Hematology/Oncology Clinic	Staff Lounge

5. UC SAN DIEGO

MEETING ROOMS

Scheduling is done through the Medical Center Labor Relations Office

Hillcrest The cafeteria, conference rooms (on the first floor and the new tower link) and the auditorium may be scheduled for use by CNA.

La Jolla The cafeteria, general purpose conference rooms and auditoriums may be scheduled for use by CNA.

Offsite Facilities Staff lounges/ break rooms and general purpose conference rooms may be scheduled for use by CNA. If UCSD is charged a cost for a room reservation, the cost shall be passed on to CNA for payment. The cost of the room shall be made available to CNA prior to reserving the room.

BULLETIN BOARDS

An enclosed bulletin board in the hallway leading to the Hillcrest cafeteria. Existing union boards in employee lounges may be used by CNA for posting informational flyers.

6. UC BERKELEY – Tang Health Center

MEETING ROOMS

By appointment with the administration

Education Center
Sections A & B

BULLETIN BOARDS

Main Staff Lounge

First floor break room and second floor break room next to clinic 1

7. UC RIVERSIDE

MEETING ROOMS

The following rooms are available in accordance with local campus procedures:

Student Health Room 205

BULLETIN BOARDS

The following Bulletin Boards are available in accordance with existing campus posting procedures:

Student Health Room 245

8. UC SANTA BARBARA

MEETING ROOMS & BULLETIN BOARDS

Pre-scheduling of meeting rooms is required

MEETING ROOMS

By appointment with the administration

Conference Room	1908
Classroom 1	1913
Classroom 2	1911

BULLETIN BOARDS

Staff Break Room	1904A
Staff Break Room	1312C

9. UC SANTA CRUZ

MEETING ROOMS

Pre-scheduling is required

The Association may reserve meeting rooms anywhere on campus in accordance with campus procedures.

Health Center Room 1102

BULLETIN BOARDS

In accordance with existing campus posting procedures, the following bulletin board is available:

Health Center

Room 1307 (Staff Copy room, located in the South wing)

Room 1328 (Staff Break room located in the South wing)

Room 2224 (2nd floor, within the upstairs appointment area. This area is not available to the general public since it is a patient care area)

10. UC MERCED

MEETING ROOMS & BULLETIN BOARDS

Pre-scheduling is required for meeting room, and posting on bulletin board must be done in accordance with campus posting procedures

Health Center

Room 225

APPENDIX G
MEDICAL CENTER/CAMPUS/LABORATORY DESIGNATED GRIEVANCE OFFICE

Written grievances at Step 1 and written appeals to Step 2 are to be filed with the following offices:

Berkeley

Labor Relations Office
University of California
192 University Hall
Berkeley, CA 94720-3540
(510) 643-6001
grieve@berkeley.edu

Davis Health System

Employee & Labor Relations
2730 Stockton Blvd.
Ticon III, 3rd Floor,
Sacramento, CA 95817
(916) 734-3362
HS-ELRGrievances@ou.ad3.ucdavis.edu

Davis

Employee and Labor Relations
University of California
One Shields Ave
Davis, CA 95616
(530) 754-8892
ucdgrievance@ucdavis.edu

Irvine Medical Center

Labor/Employee Relations
UCI Health/Human Resources
200 South Manchester Ave, Suite 800
Orange, CA 92868
mclrfil@uci.edu

Irvine for campus

Enterprise Workforce Relations
Human Resources
4199 Campus Drive
Irvine, CA 92697-1905
(949) 824-4257
fileagrv@uci.edu

Los Angeles Medical Center

Employee and Labor Relations
University of California
10920 Wilshire Blvd., Suite 400
Los Angeles, CA 90024-6504
UCLAHealthLaborRelations@mednet.ucla.edu

Los Angeles

Employee and Labor Relations
University of California
10920 Wilshire Blvd., Suite 200
Los Angeles, CA 90024-6504
(310) 794-0860
Labor.relations@chr.ucla.edu

Merced

Mailing:
Employee & Labor Relations
University of California, Merced
5200 North Lake Road
Merced, CA 95343
(209) 228-8247
laborrelations@ucmerced.edu

Physical:
767 East Yosemite
Suite A/B
Merced, CA 95340

Riverside

Employee and Labor Relations Office
University of California
1223 University Avenue
Suite 200
Riverside, CA 92521
(951) 827-3641
grievances@ucr.edu

UC San Diego Health System

Labor Relations
200 W. Arbor Drive #8912
San Diego, CA 92103-8912
(619)471-0495
HS-laborrelations@ucsd.edu

Physical:
UC San Diego Health
Human Resources
Labor Relations
1450 Frazee Road, Suite 500
San Diego, CA 92108
(619)471-0495

San Diego

Mailing:
Labor Relations
University of California
9500 Gilman Drive
Mail Code 0921
La Jolla, CA 92093-0921
(858) 534-2810
laborrelations@ucsd.edu

Physical:
Torrey Pines Center, South
10280 North Torrey Pines Road
Suite 265
La Jolla, CA 92037

San Francisco Medical Center & Campus

Labor & Employee Relations
University of California
3360 Geary Boulevard
Suite 301
San Francisco, CA 94188-3324
(415) 353-4170
ELR@ucsfmedctr.org

Santa Barbara

Employee and Labor Relations
University of California
3101 SAASB Building
Santa Barbara, CA 93106
(805) 893-4119
laborrelations@hr.ucsb.edu

Santa Cruz

Mailing:

Employee and Labor Relations

University of California

1156 High Street

Santa Cruz, CA 95064

(831) 459-2017

grievance@ucsc.edu

Physical:

100 Enterprise Way Scotts Valley, CA 95066

Written appeals to Step 3 appeals and written appeals to arbitration are to be filed with:

UCOP

Labor Relations Office

University of California, Office of the President

300 Lakeside Drive, 10th Floor

Oakland, CA 94612

AppealAGrievance@ucop.edu

APPENDIX H
SICK LEAVE CREDIT TABLE
TABLE ACCRUAL SYSTEM

Until a location implements the Factor Accrual System, current accrual practices will remain in place.

NUMBER OF HOURS ON PAY STATUS				PERCENT OF TIME ON PAY STATUS	HOURS OF SICK LEAVE EARNED
160-HOUR* MONTH	168-HOUR* MONTH	176-HOUR* MONTH	184-HOUR* MONTH		
0-79	0-83	0-87	0-91	0-49	0
80-89	84-94	88-98	92-103	50-56	4
90-109	95-115	99-120	104-126	57-68	5
110-129	116-136	121-142	127-149	69-80	6
130-149	137-157	143-164	150-172	81-93	7
150-160	158-168	165-176	173-184	94-100	8

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

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2018 UCRP SIDELETTER

During the course of negotiations the University proposed the 2016 Retirement Choice Program on the same terms and conditions as apply to non-represented staff employees. The 2016 Retirement Choice Program includes, among other things, a cap on pensionable earnings with the Pension Choice, and the option to participate in a defined contribution plan with the Savings Choice. The University and the Association have not reached agreement on either party's retirement benefits proposals. In order to enter into a new successor agreement while continuing to have an opportunity to bargain potential changes to the UC retirement benefits for employees in the bargaining unit, the parties agree as follows:

1. Maintain the status quo on retirement benefits for Association-represented employees (2013 modified tier, with pensionable earnings up to the IRS limit).
2. Either party may request, in writing, to reopen this agreement with regards to retirement (Article 15.B.) and wages (Article 40) only. In the event of this reopener, all wage increases occurring prior to the reopener would remain in effect, and all increases scheduled on or after April 1, 2020 would be determined by the reopener negotiations.
 - a. If either party reopens on either article identified above then both articles shall be deemed to reopen simultaneously.
 - b. The time period which either party may provide written notice to the other party that it has chosen to reopen shall start on April 1, 2020 and end on April 30, 2020. Notice to the University shall be to the Executive Director, Labor Relations at the Office of the President. Notice to the Association shall be to the Association's UC Division Director with copies to the Association's Northern, and Southern, CA UC Division Leads.
 - c. If either party elects to reopen as aforementioned, then those reopener negotiations will be subject to HEERA's statutory impasse procedures. Upon completion of those impasse procedures, if the parties are unable to reach agreement, then notwithstanding the No Strikes clause in the Agreement, the Association shall have the right to strike over the retirement benefit and wage negotiations and the University shall have the right to unilaterally impose its proposals.
 - d. Should either party elect reopen, bargaining shall begin no later than 60 calendar days following the date the reopening party provided its notice to the other party.
 - e. Should neither party elect to reopen, the contract shall remain in full force and effect.



For the University

9-21-18

Date



For the California Nurses Association

9/21/18

Date

SIDELETTER CONCERNING ADHERENCE TO ARTICLE 16

Within five business days of the notice of ratification from CNA, the Vice President of Human Resources will distribute a letter to the five medical centers reminding them of their responsibilities under Article 16, Section C., Health and Safety, of the Agreement between the University and CNA. Specifically,

“Each Hospital location shall implement and maintain a lift policy for all patient care units, and shall provide training for employees in the implementation of the unit lift programs in UC medical centers. For the purposes of this article, a “lift policy” means replacing manual lifting and transferring of patients with powered patient transfer devices, lifting devices, and/or lift teams, consistent with the professional judgment and clinical assessment of the RN. Each hospital location will provide training to health care workers on the appropriate use of lifting devices and equipment. Training for these health care workers shall include body mechanics and the use of lifting devices to safely handle patients.”

The purpose of this letter shall be to reinforce the facilities’ responsibility to provide the tools listed above in order to comply with the language above and to ensure patient and staff safety.

For the University

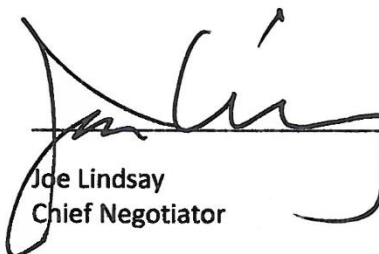
For California Nurses Association



Dwaine Duckett
Vice President
Human Resources and Benefits

Date

11/15/2013



Joe Lindsay
Chief Negotiator

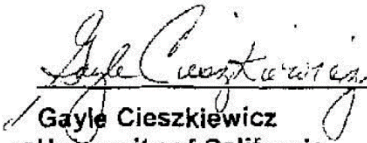
Date

11/16/13

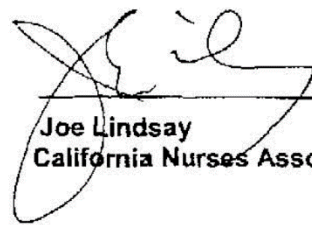
For Fact-finding Settlement

Side Letter

The union understands that the University sometimes hires physicians who bring with them, as a condition of employment, a RN from her/his prior place of employment. When an individual Nurse has been included into the employment agreement of faculty and/or physicians, the terms and conditions of the physician's employment agreement that specifically refer to the Nurse will override the terms and conditions of the CNA agreement.



Gayle Cieszkiewicz date
University of California



Joe Lindsay date
California Nurses Association

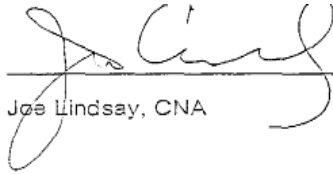
Side Letter

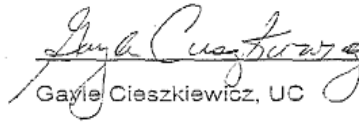
Management Rights - Deletion of Merit Pay section

The parties agree that the deletion of §B.10, from Article 34 – Management Rights.

“to determine the basis for, and to determine the amount granted for merit increases”

Only reflects the fact that the parties agreed in 2002 to eliminate the merit – based pay system and replace it with a system that provides for automatic within-range movement based on experience. The elimination of §B.10 has no other effect


Joe Lindsay, CNA
5/20/05
date


Gayle Cieszkiewicz, UC
5-20-05
date

Side Letter on Sympathy Strike Participation

On May 7 to 9, 2018, AFSCME 3299 engaged in a primary strike at all University of California locations. A number of CNA-represented employees of the University of California exercised their right to sympathy strike on those dates. Many employees who participated in the sympathy strike thereafter had such dates coded in the timekeeping system as an unauthorized absence. As a result, the Union filed Grievances no. 2018-59-NX (UCSF), 17.18.590 (UCSD), and MC-GR 17-17 NX (UCLA) on or about June 8-9, 2018. In order to resolve this dispute, the parties hereby agree:

- The University will comply with HEERA, Article 4, which states in part, *“It shall be unlawful for the higher education employer to do any of the following (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter. For purposes of this subdivision, “employee” includes an applicant for employment or reemployment.”*
- As concerted union activity protected by HEERA, participation in the sympathy strike of May 2018 shall be exempt from any review or negative consequence detailed in the Employer’s Attendance Monitoring Policies or any other policies. Participation in the May 2018 sympathy strike shall be exempt from inclusion in Attendance Reviews, counseling, discipline, and/or performance evaluations.
- It is the responsibility of the University to train current and future managers on the terms of this agreement.
- CNA will withdraw the grievances filed at UCSD, UCLA and UCSF listed above.


 For the University of California Date


 For the California Nurses Association Date

Side-Letter Agreement between CNA and UC

SUBJECT: Transport Teams at UC San Diego Health Locations

The parties have discussed the matter of CNA's proposal for a dedicated RN Transport Team at UCSDH during the most recent successor agreement negotiations. The parties have discussed the issue specific to UCSDH and mutually agree that this matter will continue to be addressed through local protocols. The parties further agree to continue their discussions at UCSDH, including but not limited to scheduled PPC meetings to address the concerns raised by CNA.

The parties hereby agree to include this side-letter as an attachment to the successor agreement between the parties.

Signed this 23rd day of August, 2018:



Anthony DiGrazia
Chief Negotiator, University of California



Benjamin Elliott
California Nurses Association

UCDH – CNA SIDE LETTER

UC DAVIS HEALTH SYSTEM TRANSPLANT COORDINATORS

Definitions

Organ Offer Call refers to the designated primary contact for receiving and managing organ offers.

Post Patient Call refers to the designated primary contact for receiving and managing post-transplant patient calls; back-up to Organ Offer Call if 2 or more organ offers in progress

1. The parties agree to establish the following FLSA-exempt classifications at UC Davis Health System, under existing Title Codes:
 - Transplant Coordinator I
 - Transplant Coordinator II
 - Transplant Coordinator III
2. Either Party may request to review the UCDH Transplant Coordinator side letter by providing notice one (1) year after the Effective Date of this Side Letter. If such notice is provided, the parties will meet and discuss any proposed revision in good faith.
3. Post Patient Call: UCDH will pay transplant coordinators non-base building, non-retirement eligible lump sum stipend amounts for taking Post Patient Call per the rotation schedule, as shown below:
 - \$300 for weekdays (5:00pm to 8:00am)
 - \$400 for each weekend day (24 hours)
 - \$500 for each holiday (24 hours)
4. Organ Offer Call: The Parties agree that training for on-call duties will be organ call for 1-3 months depending on transplant call experience and progression while training. UCDH will pay transplant coordinators non-base building, non-retirement eligible lump sum stipend amounts for taking Organ Offer Call per the rotation schedule, as shown below:
 - \$300 for weekdays (5:00pm to 8:00am)
 - \$400 for each weekend day (24 hours)
 - \$500 for each holiday (24 hours)
5. As a United Network for Organ Sharing (UNOS) approved solid organ transplant program UC Davis Transplant Center is required to maintain an Emergency Preparedness Plan to mitigate and minimize disruption of the environment of care and patient care by defining process to ensure transplant department preparedness, effective response to disasters or emergencies and a strategy to deal with the unique needs and continuity of care for patients cared for by Transplant Center to include outpatient, pre-transplant and organ offers.

The Goals of the Emergency Preparedness Plan are:

1. Ensure effective communication and access to organ offers/transplant for patients on the Organ Procurement and transplantation Network/United Network for Organ Sharing (OPTN/UNOS) Waiting List;
2. Ensure safe and efficient care of transplant recipients who are in outpatient settings and need specialized transplant expertise and care;
3. Ensure effective communication with other transplant centers in order to ensure the continuity of care in the case of a disaster for UC Davis Transplant Center and other transplant centers' patients. Organ Offer Call transitioned to a service provider in May 2016. Post Patient Call is intended to transition to and remain with a service provider. The provision for Transplant Coordinators to support Organ Offer Call and/or Post Patient Call is not anticipated and this letter is in place to meet regulatory requirements for Emergency Preparedness in the case of a natural disaster or emergency that would prevent a service provider from providing the service.

Dated: 5/20/19

Julie Johnson On behalf of the University of California Davis Health

Dated: 05/17/2019

Bridget Lawington On behalf of the California Nurses Association

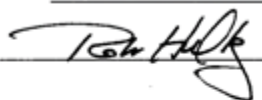
Starrick
 Simmons, KA
 Muburatan
 Allen, NP
 Grana Anderson
 Michaelson
 Grathstein

Ronald Brown
 Haydel
 C. C.

**SIDELETTER REGARDING NP CAREER LADDER FOR INTERNAL STAFF
(APPLICABLE AT UCLA ONLY)**

The Parties recognize that Clinical Nurse II, IIIs or IVs, or Administrative Nurse Is, who receive their NP license may qualify for an NP position or may expand their scope of practice in an NP role. At UCLA, newly licensed NP shall be placed in an NP I position for 6 months under Article 2, after which s/he would advance to an NP II, except that if the NP I would result in less than a 5% salary increase, the new NP shall be placed on the NP II pay scale at the nearest step which results in at least a 5% pay increase for the RN.

Dated: 1/25/2011



On behalf of the University of California

Dated: 1/25/2011



On behalf of the California Nurses Association

Side Letter on UCSF CRNAs

During the course of the negotiations, the Union proposed adjusting the UCSF Nurse Anesthetist and Senior Nurse Anesthetist wage scales to address concerns with classification and step scale placement. The parties were unable to reach an agreement on this matter.

In order to settle the contract, the Parties hereby agree to meet within 90 days of ratification to discuss job classifications, step structures, and opportunities for professional growth and development for Nurse Anesthetists and Senior Nurse Anesthetists at UCSF.



For the University



For the California Nurses Association

**UCD/CNA Side Letter
Exempt Nurse Anesthetist**

The University of California, Davis (UCD) and the California Nurses Association (CNA) mutually agree to continue to keep the Nurse Anesthetists at UCD exempt under the Fair Labor Standards Act (FLSA).

Guidelines

The department of Anesthesiology & Pain Medicine agrees to meet with the represented CRNAs on a quarterly basis to review operational concerns and to consider (and, if approved, to implement) any CRNA's request for a temporary reduction in work schedule. (See Attachment 1 - Hours of Work)

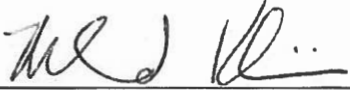

CRNAs can only be mandated a maximum of 2 back-up shifts within a 30-day period. These shifts are for coverage of the Night shift CRNA's sick call only. The back-up call shift ends at 2300 hours.

The scheduling practices for the Nurse Anesthetists shall remain in control of the principal and/or assistant principal nurse anesthetist. The current scheduling practices shall not be changed without mutual agreement between the Union and the University.

Attachment 1 Hours of Work; the FLSA-exempt status language for CRNAs

Attachment 2 Extra Shift Payment Plan for UCD Senior CRNAs: the language for Career CRNAs to receive compensation for and volunteer for additional shifts over their appointment.

The following signatures denote agreement of the Exempt Nurse Anesthetist side letter:

 _____ Mo Kashmiri C.N.A. Labor Representative	3/4/19 _____ Date	 _____ Julia Johnson UCDavis Labor Relations Manager	12/18/18 _____ Date
--	-------------------------	---	---------------------------

Exempt Nurse Anesthetist Side Letter: Attachment 1

Hours of Work

1. The normal workweek for a full-time exempt nurse anesthetist is considered to be 40 hours, and for part-time exempt nurse anesthetists the proportion of 40 hours equivalent to appointment percentage. However, greater emphasis is placed on meeting the responsibilities assigned to the position rather than on working a specified number of hours. Exempt nurse anesthetists do not receive overtime compensation or compensatory time off, or additional compensation beyond the established salary for the position. After extended periods of additional time worked or unusually heavy workload, supervisors may approve a nurse anesthetist's request for a temporary reduction in work schedule with no loss of pay. Such requests shall not be unreasonably denied.
2. Accounting for Time Not Worked
 - a. For full-time exempt nurse anesthetists, leaves with and without pay shall be used in one-day increments only.
 - b. Part-time exempt nurse anesthetists shall account for time off work in increments not less than that portion of a day during which a nurse on less than full-time pay status is normally scheduled to work; absences of less than a nurse anesthetist's regularly scheduled work day shall not be charged against accrued leave time.
 - c. The salary exempt nurse anesthetists shall not be reduced for absences of less than a full day or less than that portion of a day during which a nurse anesthetist on less than full-time pay status is normally scheduled to work.

Exempt Nurse Anesthetist Side Letter: Attachment 2

Extra Shift Payment Plan for UCD CRNAs

1. Career CRNAs are eligible for the Extra Shift Payment Plan.
2. Participation in the Extra Shift Payment Plan is voluntary.
3. Career CRNAs will sign-up identifying their preference of days.
4. CRNAs must have completed their standard work schedule in order to be eligible to receive the extra shift payment for working additional shifts (e.g., if out due to illness, CRNAs are ineligible for extra shift payment during that pay period; however, if they choose to work a scheduled extra shift, that day can be used in lieu of sick leave, and no time will be deducted from their sick leave accrual).
5. The Clinical Vice-Chair, the Nurse Anesthetist Manager-1, or designee, shall designate and identify extra shifts eligible for the Extra Shift Payment Plan.
6. Hours identified for Extra Shift designation will be documented in a memorandum which will be posted via email and/or be posted in the Anesthesia board runner's office in the main schedule book.
7. Extra shifts will be assigned on a rotational basis to the CRNAs who volunteer, based on University Seniority.
8. Payment for working an extra shift will be based on the biweekly rate of step of the CRNA salary range, expressed in a full-shift amount.
 - a. The calculation for an 8 hour shift will be as follows:
 - i. Biweekly rate times 1/10 times 1.5, rounded to the nearest hundred dollars
 - b. The calculation for a 10 hour shift will be as follows:
 - i. Biweekly rate times 1/8 times 1.5, rounded to the nearest hundred dollars
 - c. The calculation for a 12 hour shift will be as follows:
 - i. Biweekly rate times 1/6.66 times 1.5, rounded to the nearest hundred dollars.
9. The Extra Shift Payment will be adjusted with each increase of Step 1 of the CRNA salary range.
10. This side agreement shall be effective during the period of the UC-CNA Agreement from September 28, 2018-October 31, 2022.

Student Health Nurse Representative Attendance at Monthly Association Meetings

The University and Association agree that at least one (1) Student Health Center Nurse Representative from one (1) student health center, designated by CNA, shall be released from work on paid release time in accordance with Article 29 to attend one (1) Association meeting per month to address issues including; Grievances, contract enforcement, workplace, safety, clinical practice and patient care issues. CNA shall provide the local Labor Relations office with at least two (2) weeks' notice prior to the date of the scheduled Association meeting. The parties may by mutual agreement agree to a shorter period of notice.

For the University:

For California Nurses Association:

Anthony Di Nigro 9/19/18
Name Date

Ran Allen 9.19.18
Name Date

Side Letter Agreement

Designating Cesar Chavez Day as a Regular Defined Holiday


1. The parties to this Side Letter Agreement are the UC Office of the President (hereinafter the "University") and the California Nurses Association (hereinafter "CNA").
2. If a location is interested in designating Cesar Chavez Day (last Friday in March) as an administrative holiday, rather than a Floating Holiday, in accordance with Article 18, Section B, the University shall provide notice to CNA.
3. Upon timely request from CNA, the parties shall meet and confer regarding the effects, if any, of designating Cesar Chavez a regular defined holiday.

FOR THE UNIVERSITY



NADINE B. FISHEL
8-16-2022

FOR THE UNION



July 20, 2022
Benjamin Elliott, CNA/ NNU

Joint Labor Management Committee
Health, Safety, and Emerging Infectious Diseases

The University of California (hereinafter the “University”) and the California Nurses Association (hereinafter “CNA” or the “Association”) agree to form a systemwide Joint Labor Management Committee (hereinafter “JLMC”) to discuss the following topics including but not limited to:

- Shared commitment to provide safe and healthy conditions for nurses, healthcare workers, and patients to provide and receive care;
 - Issues concerning availability and protocols with respect to personal protective equipment;
 - Screening efforts for infectious diseases within patient population;
 - Preparedness for infectious diseases, including isolation accommodations;
 - Effective communication, education and training of direct care providers and other frontline staff;
 - RN and patient safety concern, including workplace violence issues, review of workplace violence incidents;
 - An overview of any new education and training provided to nurses;
 - Any trends or risks identified, and steps taken to address such issues.
1. The JLMC shall meet at least twice per calendar year, with additional meetings scheduled by mutually agreement.
 2. **Composition of the JLMC:**
 - a. The University shall appoint two representatives from each of the five major health systems and the UC Office of the President shall have an additional three representatives.
 - b. CNA shall appoint two nurse representatives from each of the five major health systems and the Association shall have an additional three representatives.
 - c. Upon advanced notice, either party may invite additional participants to attend JLMC meetings provided their attendance is relevant to the agreed upon agenda items.
 3. **Pay Status:** Upon advanced notification, designated nurse members of JLMC shall be granted leave with pay to attend scheduled JLMC meetings, if such meetings occur during their regularly scheduled hours of work. Such leave with pay will be considered time worked.

4. **Meetings:**

- a. The parties shall mutually exchange agenda items at least one week in advance of the scheduled meetings.
 - b. The parties shall mutually exchange meeting participants at least one week in advance of the scheduled meetings.
 - c. Unless the parties agree to meet remotely over an electronic platform, meetings will take place at a mutually agreed upon time and location.
5. **Expiration:** This Side Letter Agreement shall sunset with the expiration of the Collective Bargaining Agreement on October 31, 2025, unless otherwise mutually agreed to by the parties.

FOR THE UNIVERSITY



NADINE B. FISHEL

8-16-2022

FOR THE UNION



July 20, 2022

Benjamin Elliott, CNA/ NNU

Side Letter Agreement

Additional Rollover Terms

1. Within thirty (30) days from the date of ratification, CNA shall withdraw the following outstanding grievances and unfair practice charges:

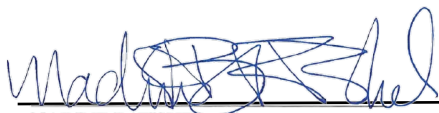
<i>IR-NU-2824-22</i>	<i>PPC/Nurse Rep Hours issue</i>
<i>SD-NU-2809-22</i>	<i>Bell</i>
<i>SF-NU-2779-22</i>	<i>Welch</i>
<i>SF-NU-2400-21</i>	<i>Sayno</i>

SF-CE-1341-H: Request for Information (UCSF)

LA-CE-1274-H: Stickers (UCI)

2. Upon ratification, CNA and the University shall place UPC# LA-CE-1375-H (UCLA: Benjamin Cioppa-Fong) in abeyance while the parties explore mutually agreeable resolution. The parties agree to meet within sixty (60) days from the date of ratification. In the event the parties reach resolution, CNA agrees to withdraw the above-referenced UPC.
3. Upon ratification, CNA and the University shall place LA-NU-2674-22 (JSEI Floating/On-Call) and LA-NU-2515-21 (Perinatal floating) in abeyance while the parties explore mutually agreeable resolution. The parties agree to meet within sixty (60) days from the date of ratification. When resolved, CNA agrees to withdraw the grievances within 30 days.
4. CNA shall withdraw its request for information dated May 18, 2022 as a condition of reaching Tentative Agreement ("TA") on a three-year rollover deal.
5. Final review of Union Security terms to ensure compliance.

FOR THE UNIVERSITY



NADINE B. FISHEL

8-16-2022

FOR THE UNION

Benjamin Elliott, CNA/ NNU

Side Letter Agreement
Concerning Adherence to Article 7 and Article 29

1. Within five (5) business days of the notice of ratification from CNA, UCOP will distribute a letter to the five medical centers reminding them of their responsibilities in regard to Article 7 - Professional Practice Committee, Section B. Release Time and Article 29 Association Rights, Section D. Paid Release Time for Nurse Representative Activities.
2. Specifically, CNA and UC affirm that Nurse Representatives that are PPC members are eligible for up to 12 Hours per month for Nurse Representative Time and up to 3 Hours per month for a PPC Meeting.

FOR THE UNIVERSITY

A handwritten signature in blue ink, appearing to read "Madhusudan", written over a horizontal line.

July 16, 2022

FOR THE UNION

A handwritten signature in black ink, appearing to read "Benjamin Elliott", written over a horizontal line.

July 15, 2022


Benjamin Elliott

Side Letter Agreement
Labor Management Meetings

The University of California (hereinafter the “University”) and the California Nurses Association (hereinafter “CNA”) agree to hold local Labor Management Meetings within ninety (90) calendar days from the date of ratification.

1. CNA shall be the moving party to schedule the meeting.
2. A separate meeting on each of the topics below shall include operational improvements in the following areas:
 - a. Vacation Leave
 - b. Education Leave
 - c. Advanced Practice
3. The agenda for these meetings shall be determined by mutual agreement of the parties at least seven (7) calendar days prior to the scheduled meeting date.
4. With advanced notice the University shall work with CNA to provide release time for identified nurses to participate in the meetings.

FOR THE UNIVERSITY



NADINE B. FISHEL

8-16-2022

FOR THE UNION




July 20, 2022

Benjamin Elliott, CNA/ NNU

Side Letter Agreement
Arbitrability Mediation – “Pilot Program”


1. The parties to this Side Letter Agreement are the University of California (hereinafter the “University”) and the California Nurses Association (hereinafter “CNA”).
2. This Side Letter Agreement does not alter the Collective Bargaining Agreement, but provides for additional processes to augment it for the duration of this Agreement.
3. If the University raises arbitrability, in accordance with Article 28, Section C, the parties shall engage a mediator to resolve the arbitrability issues and narrow the issues for the scope of the hearing, where applicable.
 - a. This provision may be waived by mutual agreement. In such cases, the parties shall proceed directly to one hearing, where arbitrability and the merits will be addressed.
 - b. The University does not waive any of its procedural or substantive arbitrability arguments should the parties proceed to one hearing.
4. While the mediator may be selected from the Arbitration Panel, the mediator shall not be the arbitrator should the matter proceed to hearing. The parties shall mutually agree to the mediator. The mediation shall conclude no later than two (2) weeks prior to the arbitrator’s cancelation period.
5. The Office of the President – Labor Relations shall be responsible for convening the mediation session.
6. This mediation process replaces the bifurcated two hearing process in Article 28 – Arbitration for the duration of the Side Letter Agreement. If, after mediation, bifurcation issues continue to be unresolved, the process in Article 28, Section C.3 shall be used.
7. Unless the parties mutually agree to renew in writing, this Side Letter Agreement shall sunset with the Collective Agreement on October 31, 2025.

FOR THE UNIVERSITY



NADINE B. FISHEL
8-16-2022

FOR THE UNION



July 20, 2022
Benjamin Elliott, CNA/ NNU

Side Letter Agreement

Adherence to Article 8 - Staffing

1. The Parties to this Side Letter Agreement are UC Office of the President (hereinafter “University”) and the California Nurses Association (hereinafter “CNA”).
2. The purpose of this letter shall be to reinforce the facilities’ responsibility to provide UC management and CNA represented Registered Nurses the relevant information in order to comply with the language above and to ensure safe patient care.
3. Within five (5) business days of the notice of ratification, UCOP will distribute a letter to the five medical centers reminding them of their responsibilities in regards to ‘Floating’ under Article 8, Section C., Staffing, of the Agreement between the University and CNA.
4. The specifics are listed below:
 - C. When it is necessary to float (not including float pool and those assigned to cover multiple units/locations), the floating order shall be established by each unit. Volunteers, Registry, Travelers and Per Diem shall float prior to any career bargaining unit Nurse provided competency requirements and skill mix can be met.
 1. It is not the intent of the University to use floating assignments as a substitute for adequate available staffing.
 2. A bargaining unit Nurse shall not be required to float to more than one (1) unit during a shift.
 3. There may be instances when it is necessary to float a Nurse from one location to a different location to ensure proper skill/competency mixes on the receiving unit. At the request of the Association, the University shall provide, within a reasonable time period of receiving the request, a list of such occurrences.

FOR THE UNIVERSITY



July 16, 2022

FOR THE UNION



July 15, 2022

Benjamin Elliott

October 2, 2009

Side Letter of Agreement regarding staffing between University of California San Francisco (UCSF) and California Nurses Associations (CNA)

The intention of this agreement is to ensure that safe staffing levels are maintained at all times and ensure that RNs are provided with 75 minutes of break relief and sufficient time for patient handoff.

1. 13 Long staffing will return to a Maximum Nurse to patient ratio of 1:4 with 1:3 if necessary for acuity.
2. One 8 hour break Nurse shall be provided on 13 Long for both AM and PM shifts Monday through Friday.
3. Charge Nurse will continue to be free of a primary patient assignment.
4. The break Nurse will not have a primary assignment until all breaks have been provided for all staff.
5. Charge RN will break a maximum of 3 RNs and self.
6. Management will retain the right to cancel and or send Nurse(s) home early if the census warrants, safe staffing by acuity can be maintained and break relief is provided.
7. RNs will continue to have the right to assess need for additional staff, advocate and escalate concerns for safe staffing needs.
8. Med-surg transport team will be implemented as quickly as possible, but no later than November 1, 2009.
9. The parties will meet on a bi-weekly basis to review staffing issues on 13 Long for the next 60 days.
10. The University commits to meet and develop break relief programs with CAN on all UCSF med-surg and step down units. These programs are to be implemented no later than April 2010. The parties agree to meet on a bi-weekly basis to review staffing issues on the remaining units until June 2010.
11. The University and CNA agree that any staffing disputes, regarding this side letter may be immediately referred to the Special Review Panel (SRP) process. After this agreement the parties will meet to decide on a neutral arbitrator should one be needed for the SRP.

California Nurses Association

Beth Kean 10-2-09
Beth Kean, UC Director, CNA

David Guerriero
David Guerriero, CNA Labor Rep

Maureen Dugan RN
Maureen Dugan, 13 Long Nurse Rep

James Darby
James Darby, Chief Nurse Rep

University of California San Francisco

Sheila Antrum
Sheila Antrum, UCSF Chief Nursing Officer

Cindy Weiner RN
Cindy Weiner, UCSF Patient Care Manager

Mendy Eckhaus
Mendy Eckhaus, UCSF Patient Care Manager

David Kirk
David Kirk, UCSF Labor Relations

Joint Labor Management Committee

Diversity, Equity, and Inclusion


The University of California (hereinafter the “University”) and the California Nurses Association (hereinafter “CNA” or the “Association”) agree to form a systemwide Joint Labor Management Committee (hereinafter “JLMC”) to discuss the following topics including but not limited to:

- Strategies to encourage a diverse and representative RN workforce;
 - Bargaining unit demographics;
 - Educational programs or training programs designed to assist career opportunities and advancement for historically underrepresented groups in the nursing profession;
 - Education by RNs regarding key issues in healthcare equity and social justice;
 - Addressing key issues related to public and social health and ensuring equitable and quality healthcare services for all parts of the UC community;
 - Steps taken to address racial and ethnic injustices and disparities in health outcomes and to promote and improve the delivery of culturally sensitive care in the communities we serve.
1. The JLMC shall meet at least twice per calendar year, with additional meetings scheduled by mutually agreement.
 2. **Composition of the JLMC:**
 - a. The University shall appoint two representatives from each of the five major health systems and the UC Office of the President shall have an additional three representatives.
 - b. CNA shall appoint two nurse representatives from each of the five major health systems and the Association shall have an additional three representatives.
 - c. Upon advanced notice, either party may invite additional participants to attend JLMC meetings provided their attendance is relevant to the agreed upon agenda items.
 3. **Pay Status:** Upon advanced notification, designated nurse members of JLMC shall be granted leave with pay to attend scheduled JLMC meetings, if such meetings occur during their regularly scheduled hours of work. Such leave with pay will be considered time worked.

4. **Meetings:**

- a. The parties shall mutually exchange agenda items at least one week in advance of the scheduled meetings.
 - b. The parties shall mutually exchange meeting participants at least one week in advance of the scheduled meetings.
 - c. Unless the parties agree to meet remotely over an electronic platform, meetings will take place at a mutually agreed upon time and location.
5. **Expiration:** This Side Letter Agreement shall sunset with the expiration of the Collective Bargaining Agreement on October 31, 2025, unless otherwise mutually agreed to by the parties.

FOR THE UNIVERSITY



NADINE B. FISHEL

8-16-2022

FOR THE UNION



July 20, 2022

Benjamin Elliott, CNA/ NNU

Side Letter Agreement

Subcontracting

1. The parties to this Side Letter Agreement are the University of California (hereinafter the “University”) and the California Nurses Association (hereinafter “CNA”).
2. This Side Letter Agreement does not alter the Collective Bargaining Agreement, but provides for additional processes to augment it for the life of the current Agreement.
3. The University acknowledges and generally supports the principle of preserving bargaining unit work whenever possible.
4. The use of registry and/or traveling nurses is exempt from the provisions of this Side Letter Agreement.

5. Notice and Meetings

- a. When the subcontract is \$1,000,000 or more on an annual basis, the University shall provide CNA with at least ninety (90) calendar days’ notice of its intent to initially contract out newly created operations in which subcontracting may be appropriate that may traditionally involve bargaining unit work at the individual location.
 - b. CNA shall be required to request a meeting within fifteen (15) calendar days from the date on the notice to discuss the subcontract.
 - c. Upon timely notice, UC and CNA shall meet within thirty (30) calendar days to discuss any potential impact subcontracting would have on bargaining unit members.
6. **Documentation.** Upon request, the University shall provide CNA with all available relevant information including requests for proposals, non-proprietary cost benefit analysis, and other relevant information it used to make its determination to use a contractor, rather than staff the operation in-house.

7. Effect of Subcontract on Non-Probationary Career Nurses

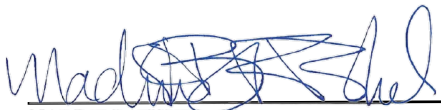
- a. Although the University does not anticipate layoffs as a result of subcontracting, in the rare event that a layoff becomes necessary, the following shall apply:
 - i. To minimize the potential impact of layoff based on displacement, when a non-probationary career nurse is notified of layoff because the University entered into a contract for services that the employee performed, the University will make available

another bargaining unit position for which the employee is qualified, provided there are sufficient vacancies at that location.

- ii. The terms of Article 23 – Layoff and Reduction in Time shall apply to displaced non-probationary career employees.

- 8. **Term**. Unless the parties mutually agree to renew in writing, this Side Letter Agreement shall sunset with the Collective Bargaining Agreement on October 31, 2025.

FOR THE UNIVERSITY



NADINE B. FISHEL

8-16-2022

FOR THE UNION



July 20, 2022

Benjamin Elliott, CNA/ NNU

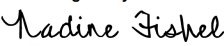

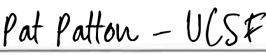


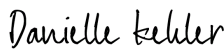

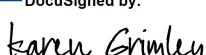
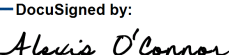
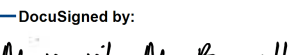
MEMORANDUM OF THE NEGOTIATORS

The negotiators of the proposed Agreement affix their signatures to this memorandum to indicate that they have concluded negotiations by the development of the proposed Agreement and that they have referred it to the parties for approval.


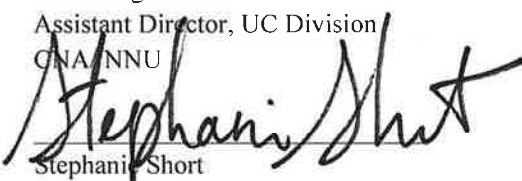

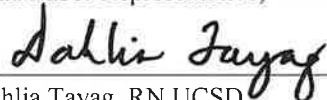

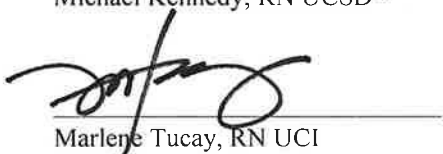
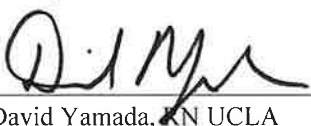
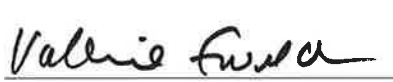

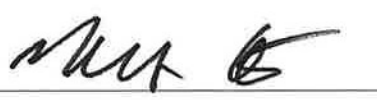
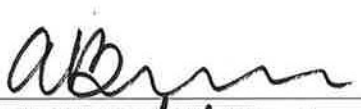
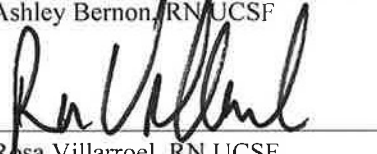
It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Union will be completed when the Agreement has been reviewed and ratified by the appropriate members of the Union. On behalf of the University, the Agreement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

The parties agree that when the approval process has been completed, the Agreement will become effective when the authorized representatives for both parties have signed the document.

University of California

DocuSigned by:

D5612562663A4C6...
Nadine Fishel
Chief Negotiator
Associate Director
UCOP – Labor Relations
DocuSigned by:

Patty Donnelly
Patty Donnelly
Assistant Negotiator
DocuSigned by:

Pat Patton – UCSF
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Pat Patton, UCSF
DocuSigned by:

Michelle Lee – UCSF
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Michelle Lee, UCSF
DocuSigned by:

Toby Marsh
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Toby Marsh, UCD
DocuSigned by:

Danielle Kehler
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Danielle Kehler, UCD
DocuSigned by:

Erin Eckelman-Ray
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Erin Eckelman-Ray, UCI
DocuSigned by:

Karen Grimley
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Karen Grimley, UCLA
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Alexis O'Connor
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Alexis O'Connor, UCLA
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Margarita M. Baggett
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Margarita Baggett, UCSD

California Nurses Association

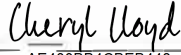

Benjamin Elliott
Chief Negotiator
Assistant Director, UC Division
CNA/ NNU

Stephanie Short
Lead Labor Representative, CNA/ NNU

Bridget Lavington
Lead Labor Representative, CNA/ NNU

Dahlia Tayag, RN UCSD

Michael Kennedy, RN UCSD

Marlene Tucay, RN UCI

David Yamada, RN UCLA

Valerie Ewald, RN UCLA

Melissa Johnson-Camacho, RN UCD

Aurora Ortiz, NP UCB

Ashley Bernon, RN UCSF

Rosa Villarroel, RN UCSF

EXECUTION OF AGREEMENT

The foregoing Agreement between the California Nurses Association (CNA) and the Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

**THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

CALIFORNIA NURSES ASSOCIATION

DocuSigned by:
By: 
AE400BB4CBEB448...
Cheryl Lloyd
Vice President
UCOP – Systemwide Human Resources


Date: 8/15/2024

By: _____
Bonnie Castillo, RN
Executive Director
CNA/ NNU

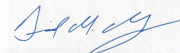
Date: _____

Signed by:
By: 
44C7B366096244F...
Melissa Matella
Associate Vice President
UCOP – Systemwide Employee and
Labor Relations
8/8/2024


Date: _____

By: 
Khadijah Kabba
National Field Director
CNA/ NNU


Date: _____

DocuSigned by:
By: 
FF3DA435DEB845E...
David Guzman
Chief Negotiator
Associate Director
UCOP – Systemwide Labor Relations

Date: 8/2/2024

By: 
Puneet Maharaj
Public Sector Director
CNA/ NNU

Date: _____

By: 
Benjamin Elliott
Chief Negotiator
Assistant Director, UC Division
CNA/ NNU

Date: _____