UNIVERSITY OF CALIFORNIA AND INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA AGREEMENT

RESEARCH AND PUBLIC SERVICE PROFESSIONALS UNIT

MARCH 20, 2026, THROUGH JUNE 30, 2030

Table of Contents

ARTICLE 01 - RECOGNITION 3
ARTICLE 02 - APPOINTMENTS 9
ARTICLE 03 - DEFINITIONS 15
ARTICLE 04 - DISCIPLINE AND DISMISSAL 16
ARTICLE 05 - EMPLOYMENT INFORMATION 19
ARTICLE 06 - FLEXIBLE WORK AGREEMENTS 21
ARTICLE 07 - GRIEVANCE AND ARBITRATION 25
ARTICLE 08 - HEALTH AND SAFETY 35
ARTICLE 09 - HOLIDAYS 36
ARTICLE 10 - IMMIGRATION 39
ARTICLE 11 - LABOR-MANAGEMENT MEETINGS 41
ARTICLE 12 - LAYOFF AND REDUCTION IN TIME 43
ARTICLE 13 - LEAVES FOR UNION BUSINESS 48
ARTICLE 14 - LEAVES OF ABSENCE 51
ARTICLE 15 - MANAGEMENT RIGHTS 84
ARTICLE 16 - NEW TECHNOLOGY 86
ARTICLE 17 - NO STRIKES/NO LOCKOUTS 87
ARTICLE 18 - NON-DISCRIMINATION IN EMPLOYMENT 88
ARTICLE 19 - PARKING AND TRANSIT 94
ARTICLE 20 - PERFORMANCE EVALUATION 95
ARTICLE 21 - PERSONNEL FILES 98
ARTICLE 22 - PROBATIONARY PERIOD 100
ARTICLE 23 - REASONABLE ACCOMODATION 102
ARTICLE 24 - RESPECTFUL WORK ENVIRONMENT 104
ARTICLE 25 - SEA PAY 108
ARTICLE 26 - SEVERABILITY 112
ARTICLE 27 - SICK LEAVE 113
ARTICLE 28 - STIPENDS AND OUT-OF-CLASSIFICATION ASSIGNMENT 119
ARTICLE 29 - TRAINING AND DEVELOPMENT 120

ARTICLE 30 - TRANSFER, PROMOTION, AND RECLASSIFICATION 122
ARTICLE 31 - TRAVEL REIMBURSEMENT 125
ARTICLE 32 - UNION ACCESS AND RIGHTS 126
ARTICLE 33 - UNION SECURITY 133
ARTICLE 34 - UNIVERSITY BENEFITS 136
ARTICLE 35 - VACATION LEAVE 141
ARTICLE 36 - WAGES 146
ARTICLE 37 - WAIVER 151
ARTICLE 38 - WORK-INCURRED INJURY AND ILLNESS 152
ARTICLE 39 - WORKLOAD/HOURS OF WORK 155
ARTICLE 40 - WORKSPACE MATERIALS 160
ARTICLE 41 - DURATION 161
SIDE LETTER - SYSTEMWIDE DYNAMIC STATUS QUO HEALTHCARE 162
SIDE LETTER - SYSTEMWIDE MSP VACATION LEAVE 163
SIDE LETTER - SYSTEMWIDE SUPERVISORS UNIT MODIFICATION 165
SIDE LETTER - UC DAVIS AND UC AGRICULTURE AND NATURAL RESOURCES SUBSIDIES TO UC BLUE & GOLD HMO 166
SIDE LETTER - UC DAVIS HEALTH PTO PROGRAM 167
SIDE LETTER - UC SAN DIEGO HEALTH PER DIEM APPOINTMENT 168
APPENDIX A - GRIEVANCE FORM 169
APPENDIX B - PANEL OF ARBITRATORS 170
APPENDIX C - LIST OF FACT-FINDING NEUTRALS 171
APPENDIX D - UNION SECURITY TEMPLATE 172

ARTICLE 01 - RECOGNITION

A. The University of California hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its designated Local Union as the exclusive representative for matters within the scope of representation for Research and Public Service Professionals employed by the University of California, as certified by the Public Employment Relations Board (PERB) in Case No. SF-PC-161-H, including the following titles:

Abbreviated Title	Complete Title	Job Code
ACAD PRG MGT OFCR 3	Academic Program Management Officer 3	4330
ACAD PRG MGT OFCR 4	Academic Program Management Officer 4	378
ACAD PRG MGT OFCR 5	Academic Program Management Officer 5	379
AEROSPACE ENGR 2	Aerospace Engineer 2	7115
AEROSPACE ENGR 3	Aerospace Engineer 3	546
AEROSPACE ENGR 4	Aerospace Engineer 4	346
AEROSPACE ENGR 5	Aerospace Engineer 5	347
BIOINFORMATICS PROGR 1	Bioinformatics Programmer 1	9403
BIOINFORMATICS PROGR 2	Bioinformatics Programmer 2	9402
BIOINFORMATICS PROGR 3	Bioinformatics Programmer 3	9401
BIOINFORMATICS PROGR 4	Bioinformatics Programmer 4	5933
BIOINFORMATICS PROGR 5	Bioinformatics Programmer 5	5993
CLIN RSCH ANL 4	Clinical Research Analyst 4	9549
CLIN RSCH ANL 5	Clinical Research Analyst 5	6572
CMPTL AND DATA SCI RSCH SPEC 2	Computational and Data Science Research Specialist 2	4270
CMPTL AND DATA SCI RSCH SPEC 3	Computational and Data Science Research Specialist 3	6104
CMPTL AND DATA SCI RSCH SPEC 4	Computational and Data Science Research Specialist 4	6028
CMPTL AND DATA SCI RSCH SPEC 5	Computational and Data Science Research Specialist 5	6027

CURATOR 4	Curator 4	6127
DEV ENGR ASC	Associate Development Engineer	7182
EXHIBITIONS SPEC 4	Exhibitions Specialist 4	6132
FIELD RESEARCHER 2	Field Researcher 2	5190
FIELD RESEARCHER 3	Field Researcher 3	5189
FIELD RESEARCHER 4	Field Researcher 4	6239
GEOGRAPHIC INFO SYS PROGR 1	Geographic Information Systems Programmer 1	7329
GEOGRAPHIC INFO SYS PROGR 2	Geographic Information Systems Programmer 2	7328
GEOGRAPHIC INFO SYS PROGR 3	Geographic Information Systems Programmer 3	7327
GEOGRAPHIC INFO SYS PROGR 4	Geographic Information Systems Programmer 4	7326
PROJECT MGT PROFL 3	Project Management Professional 3	4473
PROJECT MGT PROFL 4	Project Management Professional 4	4474
PROJECT MGT PROFL 5	Project Management Professional 5	4475
PROJECT POLICY ANL 1	Project Policy Analyst 1	7396
PROJECT POLICY ANL 2	Project Policy Analyst 2	7397
PROJECT POLICY ANL 3	Project Policy Analyst 3	7398
PROJECT POLICY ANL 4	Project Policy Analyst 4	7399
PROJECT POLICY ANL 5	Project Policy Analyst 5	566
PUBL ADMSTN ANL	Public Administration Analyst	7263
PUBL ADMSTN ANL AST	Assistant Public Administration Analyst	7264
PUBL ADMSTN ANL PRN	Principal Public Administration Analyst	7261
PUBL ADMSTN ANL SR	Senior Public Administration Analyst	7262
RSCH ADM 3	Research Administrator 3	6206
RSCH ADM 4	Research Administrator 4	6207
RSCH ADM 5	Research Administrator 5	387
RSCH CMPLNC ANL 1	Research Compliance Analyst 1	6228

RSCH CMPLNC ANL 2	Research Compliance Analyst 2	6229
RSCH CMPLNC ANL 3	Research Compliance Analyst 3	6230
RSCH CMPLNC ANL 4	Research Compliance Analyst 4	6231
RSCH CMPLNC ANL 5	Research Compliance Analyst 5	374
RSCH DATA ANL 1	Research Data Analyst 1	6255
RSCH DATA ANL 2	Research Data Analyst 2	6256
RSCH DATA ANL 3	Research Data Analyst 3	6257
RSCH DATA ANL 4	Research Data Analyst 4	6610
RSCH DATA ANL 5	Research Data Analyst 5	6609
RSCH GNT PRG OFCR 3	Research Grant Program Officer 3	8826
RSCH GNT PRG OFCR 4	Research Grant Program Officer 4	5915
RSCH GNT PRG OFCR 5	Research Grant Program Officer 5	5914
STATISTICIAN	Statistician	7213
STATISTICIAN PRN	Principal Statistician	7211
STATISTICIAN SR	Senior Statistician	7212
SURVEY RESEARCHER 2	Survey Researcher 2	6262
SURVEY RESEARCHER 3	Survey Researcher 3	6263
SURVEY RESEARCHER 4	Survey Researcher 4	6264

B. The unit shall exclude managerial, supervisory, and confidential employees as defined by HEERA.

C. The recognized unit may be modified by mutual agreement of the parties or pursuant to the rules and regulations of the Public Employment Relations Board (PERB).

D. The Union recognizes that the University has the exclusive right to establish new title codes and titles for excluded positions or titles consistent with this Article. The University shall advise the Union of any such new position or title. In the event the University elects not to establish a new title for some or all excluded positions classified in included titles, the University shall, during the term of this Agreement, provide the Union with a list, by bargaining unit and by location, of the excluded positions which remain within included titles and the incumbents at that time, if any. The failure to include an excluded position on any such list shall not be evidence that the position should be included in any unit. The time for

the Union to challenge such placement does not commence until the University provides notice.

E. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

1. In the event the University determines that an individual, a bargaining unit position, or title/classification should be reclassified or designated for exclusion from the unit, or the University intends to assign work customarily performed by a bargaining unit position to a position in a classification outside of the unit, the University shall notify the Union in writing at least thirty (30) calendar days prior to the proposed implementation. If the Union determines to challenge the University's proposed action, it shall notify the University in writing within thirty (30) calendar days from the date on which the University's notice was mailed, and the proposed effective date will be extended by thirty (30) calendar days. During such an extension, the parties will meet and confer over the University's proposed action.

2. If the parties are unable to reach agreement, the University may commence PERB unit modification procedures, as outlined under PERB regulations. Until the bargaining unit assignment is either agreed to by the parties or finally resolved through PERB unit modification procedures the affected position(s) or title(s) shall remain in the unit and shall remain covered by all provisions of this agreement. With the agreement of the parties, the following may also occur:

    a. the University may, in compliance with Article 36 – Wages, Section A.3 ("Order of Increases") of this Agreement, increase compensation for the affected position(s) or title(s), and

    b. the duties associated with the proposed reclassification may be assigned to the affected employee(s).

3. If PERB declines jurisdiction under PERB regulations of a classification dispute, the dispute will be referred to expedited arbitration per Section H below.

F. CREATION OF NEW CLASSIFICATIONS

1. <u>Within the Bargaining Unit</u>

    If the University proposes to create a new classification and title within the bargaining unit, the University shall provide written notice to the Union at least sixty (60) calendar days before the proposed date of implementation. The notice to the Union shall include a statement or reason(s) for the creation of the new classification. The Union shall have forty-five (45) calendar days from the date of such notice to contest the University's

assignment. If the Union contests the assignment, the University and the Union 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, the dispute shall be submitted to PERB pursuant to Regulation 32781(a)(2) for resolution. If the Union does not contest the bargaining unit assignment within the forty-five (45) calendar day notice period, the unit assignment of the new class shall be deemed agreeable to the parties and PERB shall be so advised.

a. No employees shall be assigned to the new classification until the bargaining unit assignment is either agreed to by the parties or finally resolved through PERB unit modification procedures, although the duties associated with the position may be assigned to the affected employees.

b. If the inclusion of a new class within the bargaining unit covered by this Agreement is agreed to by the parties or found appropriate by PERB, the University shall assign a pay rate to the class.

c. Assignment by the University of the pay rate to a new class as indicated above shall be consistent with the existing compensation and classification methodologies utilized by the University at the time of the assignment.

d. If the new classification is in the bargaining unit in accordance with the provisions of this Section, the University shall notify the Union of the proposed range and ancillary pay practice to be implemented. If the Union notifies the University within thirty (30) calendar days of receipt of the notice it wishes to bargain the change(s), the parties shall meet and confer regarding the salary range and ancillary pay practices for the classification. Meet and confer shall commence no later than thirty (30) calendar days following the Union's request, unless the parties agree otherwise.

2. Outside of the Bargaining Unit

If the University proposes to create a new staff, non-patient-care, non-managerial, non-supervisory, or non-confidential classification and title outside of the bargaining unit, the University shall provide written notice to the Union, including the classification's bargaining unit assignment, if any, at least forty-five (45) calendar days before the proposed date of implementation. Within thirty (30) calendar days of receiving notice, the Union may request that the University identify the number of employees who will be placed in the classification and provide a statement of the classification's duties, functions, qualifications, and any other relevant factors.

a. The Union shall notify the University within forty-five (45) calendar days of receiving notice that it intends to contest the proposed bargaining unit assignment. If the Union contests the assignment, the parties will meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification.

b. If the parties are unable to reach agreement, the dispute shall be submitted to PERB pursuant to Regulation 32781(a)(2) for resolution.

G. ABOLITION OF CLASSIFICATION

The University will provide the Union with sixty (60) calendar days notice of its intent to abolish a classification within the bargaining unit. The notice to the Union shall include a statement of the reason(s) for the abolition. Upon written request from the Union, the parties will meet and confer at least thirty (30) calendar days before the intended date of implementation unless the parties agree otherwise.

The University shall not abolish the classification unless the parties have reached agreement through the meet and confer process or conclusion of the impasse process.

H. EXPEDITED ARBITRATION

1. Disputes arising under Section E.3 above are subject to the grievance/arbitration procedure as modified by the expedited process in this Section.

2. In the event that such a grievance is not settled at the Step 2 meeting, the Union may submit the grievance directly to arbitration for an expedited hearing upon receipt of the Step 2 response, or the date the Step 2 response would have been due.

3. Expedited arbitration hearings shall be held on a mutually agreeable date, as close to fourteen (14) calendar days from the date of the arbitration submission as possible. Such arbitrations concerning this Section shall be conducted in a one-day hearing including closing statements, without court reporter's transcripts or post-hearing briefs. The arbitrator shall provide a bench decision, which becomes effective immediately, and provide a written opinion and award.

ARTICLE 02 - APPOINTMENTS

A. Career appointments are established for a fixed or variable percentage of time at 50% or more FTE and are expected to continue for one year or longer.

B. Partial-year appointments are career appointments established with regularly scheduled periods during which the incumbents remain employees but are not at work. These scheduled periods during which employees are not at work are designated as furloughs and are without pay.

1. Furlough periods are not to exceed a total of three (3) months in each calendar year. Partial-year positions shall be established as 9, 10, or 11 month positions.

2. When calculating time in pay status during a calendar year the University shall include any period of time for which an employee receives pay for time worked, or for time on paid leave. Paid leave time includes compensatory time off, sick leave, extended sick leave, vacations, holidays, or military leave with pay. Lump-sum payments for terminal vacation do not represent time on pay status

3. Employees 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 (12) (or the biweekly equivalent) paychecks throughout the year. Employees 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.

4. An employee in a designated partial-year career appointment shall be provided the University's contribution to the cost of applicable University-sponsored benefits in accordance with the provisions of Article 34 – University Benefits. For health plans which require an employee contribution, employees on furlough must remit the amount of the employee's contributions in accordance with the applicable plan rules to remain in force.

5. Benefit coverage, including all types of insurance coverage, shall be in accordance with applicable plan rules.

6. Time on furlough does not constitute a break in service; however, it is not qualifying time for vacation leave, sick leave, holiday pay, or service computation for seniority or retirement.

7. The reassignment of an employee in a full-time career position to a partial-year position or to a part-time position 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 12 – Layoff and Reduction in Time.

C. Limited appointments are established at any percentage of time, fixed or variable, during which the appointee is expected to be on pay status for less than one thousand (1,000) hours in a rolling 12-month period.

1. In the event that a limited appointment employee attains 1,000 hours of qualifying service within a rolling 12-month period, without a break in service of at least 120 consecutive calendar days, the incumbent’s appointment shall convert to career.

a. Qualifying service includes all time on pay status in one or more limited appointments at the location. 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 1,000 hours of qualifying service.

c. Any break in service of 120 consecutive calendar days or longer shall result in a new 12-month period for purposes of calculating the 1,000-hour requirement.

d. Employees in limited appointments may be released or have their time reduced at the sole discretion of the University. An employee in a limited appointment will be automatically released as of the last day of the appointment unless there is an earlier separation or formal extension of the appointment.

e. Employees in limited appointments are at will, except that the University will not terminate limited appointment employees for the sole purpose of denying them career status. An allegation that a limited appointment employee is terminated for the sole purpose of denying career status is grievable and arbitrable.

f. The automatic conversion to career status, as provided in Section C.1 above, will not occur when one or more of the following occur:

   i. A limited appointee is hired to replace an employee on leave that exceeds 1,000 hours. If the employee on leave does not return from leave, the limited appointee shall be converted to career retroactive to the first of the month following attainment of 1,000 hours; except that nothing in this subparagraph precludes the University from releasing the limited appointee prior to the anticipated return date of the employee on leave.

   ii. The employee was hired specifically to work on a short-term project lasting no more than one year or the position into which the employee is hired is not an "ongoing" position, in that the position is established and funded for 18 months or less at any percent of time. In the event the position is funded beyond 18 months, the limited appointee shall be converted to career retroactive to the first of the month following attainment of 1,000 hours; except that nothing in this Subparagraph precludes the University from releasing the limited appointee prior to the effective date of the funding extension.

D. Temporary employment pools or programs (TEP) are established and operated by locations' human resource departments to serve staffing needs at the sole discretion of the University.

1. The primary goal of the temporary employment program (TEP) is to provide immediate administrative and technical support services to the University departments. Departments utilize TEP employees to complete special projects, to respond to workload fluctuations that are unusual or episodic in nature, to fill in for employees who are on leave, or to fill in during a recruitment period.

2. A second goal is to provide the locations with a viable source of candidates for its career and limited appointments.

3. Individuals employed in temporary employment pools shall be appointed to a floater appointment.

    a. A "floater appointment" is an appointment reserved for use in temporary employment pools, established at any percent of full time up to thirty-six (36) months in duration.

    b. A floater appointee is not a career, limited appointment, or per diem employee.

    c. A floater appointee is "at will" and may be released from a temporary employment pool without just cause. Receiving a floater appointment is not a guarantee of work. Floater appointees may be scheduled or not scheduled or released from any assignment at the University's sole discretion.

    d. Upon the commencement of a floater appointment, the floater appointee will receive a letter advising them that, although a floater appointment may be terminated at any time, floater appointments may not be extended beyond thirty-six (36) months. The letter will further inform the floater appointee that if they choose not to be available for work for a period of 120 days or more, they can notify the University in advance, ending their appointment and taking a break in service. The letter also will inform the floater appointee that they must reapply in order to be readmitted to the TEP.

    e. The parties agree that the utilization of floater appointees in accordance with Sections D.1 or D.2 above are a permissible use of TEP employees. The parties further agree that it is a misuse of the TEP program to utilize a floater appointee in the same assignment in the same department doing the same work for more than 1,500 hours in twenty-four (24) months. Further, the use of successive floaters in the same assignment in the same department doing the same work shall create an inference that the University's use of floaters is not consistent with Sections D.1 or D.2. The following exclusions apply:

        i. Exclusion One: Floater appointees may serve for more than 1,500 hours in one floater assignment if the floater appointee is assigned to replace an employee on leave that exceeds 1,500 hours. If the employee on leave does not return from leave, the floater appointee shall be converted to career retroactive to the first of the month following attainment of 1,500 hours, except that nothing in this Subparagraph precludes the University from releasing the floater appointee from the assignment prior to the anticipated return date of the employee on leave.

        ii. Exclusion Two: Floater appointees may serve for more than 1,500 hours in one floater assignment if the position into which the floater appointee is assigned is not an "ongoing" position, in that the position is established and funded for eighteen (18) months or less at any percent of time. In the event the position is funded beyond eighteen (18) months, the floater appointee shall be converted to career retroactive to the first of the month following attainment of 1,500 hours; except that nothing in this subparagraph precludes the University from releasing the floater appointee from the assignment prior to the effective date of the funding extension.

    f. A floater appointee does not work 1,500 hours or more in any one assignment within the meaning of this Article (even if the floater appointee accrues a total of 1,500 or more hours during their floater appointment), if the 1,500 hours is accrued as a result of working in several short-term assignments.

4. Conversion to Career

    a. If a floater appointee is allowed to serve in their floater appointment for a period of more than thirty-six (36) months without a break in University service of one-hundred twenty (120) consecutive calendar days, the floater appointee shall be converted to a career appointment on the first day of the month following completion of the 36-month floater appointment.

    b. If a floater appointee has a break in University service for a period of 120 consecutive calendar days, that individual may be re-hired into a new floater appointment.

    c. If during their 36-month floater appointment, a floater appointee serves in one floater assignment in the same department doing the same work for more than 1,500 hours, they shall be converted to a career appointment on the first day of the month following completion of 1,500 hours in one assignment, unless one or both of the exclusions enumerated in Sections D.3.e.i or D.3.e.ii of this Article are applicable.

    d. A floater appointee who automatically converts to a career appointment because they have worked at least 1,500 hours in the same position in the same department shall receive three (3) months credit applied against the probationary period of the new career appointment.

    e. Nothing in this Article shall otherwise prevent a floater appointee from attaining a career, limited appointment or other position through the recruitment process or other processes.

5. Employees in floater appointments will receive Health and Welfare benefits in accordance with University Benefit Eligibility rules. DCP contributions shall be required.

6. Floater appointees are assigned to title codes covered by this Agreement and are covered by the following Articles of this Agreement: Recognition, Appointments, Health and Safety, Holidays, Leaves of Absence Section C.1, Management Rights, New Technology, No Strikes/No Lockouts, Non-Discrimination in Employment, Parking and Transit, Personnel Files, Reasonable Accommodation, Respectful Work Environment, Sea Pay, Severability, Sick Leave, Travel Reimbursement, Union Access and Rights, Union Security, Vacation Leave, Wages, Waiver, Work-Incurred Injury or Illness, Workload/Hours of Work, Workspace Materials, and Duration. Floater appointees may use the grievance and arbitration procedures of this Agreement only to the extent provided in the applicable portions of the Articles identified in this Section. An allegation that a floater appointee has been utilized in a manner inconsistent with Section D.1 or D.2 shall be grievable and arbitrable.

7. The University shall notify the Union at least forty-five (45) calendar days prior to establishing a temporary employment pool (TEP) operated by the human resources department at a location that does not have an existing TEP as of the ratification date of this Agreement. Upon receipt of a timely written request from the Union, the location shall meet and confer regarding the establishment of the temporary employment pool prior to implementation.

8. Employment Information Lists

a. The University shall continue to post on its FTP site, information for all floater appointees. The information shall include, but not be limited to, the type of information posted as of the ratification date of this Agreement.

b. In addition to the information posted on the FTP site, within 90 days following the ratification date of this Agreement, locations with floater appointees shall provide the Union with the following information for all individuals in floater appointments: lived name, assignments held within preceding six (6) month period and number of hours worked in each assignment. Thereafter, the locations with floater appointees shall provide this information to the Union on a quarterly basis.

E. Per diem appointments exist only in the Health Educator series and are established at any percentage of time regardless of the duration of the appointment and are neither career nor limited appointment employees. The University agrees to provide forty-five (45) calendar days notice to the Union and, upon request, meet and confer prior to expanding per diem appointments to a series where such appointments do not currently exist. Requirements for maintaining per diem employee status are established by the University and may vary at each location. Standards of the University's position descriptions must be met as follows:

1. Per diem employee work assignments shall complement career and limited appointment employees on a pre-scheduled basis or as needed on a day-to-day basis, as determined by the University. Per diem employees may be scheduled or not scheduled, or called off from a pre-established schedule. Additionally, a per diem employee's eligibility for scheduling may be discontinued at any time at the sole discretion of the University.

2. In accordance with Article 27 – Sick Leave, per diem appointments receive eight (8) hours of sick leave per calendar year and do not accrue sick leave. This sick leave will be credited and available for use on the next working day following the employee’s first monthly or quadriweekly pay cycle. A new allotment of eight (8) hours of sick leave is subsequently provided each January 1 thereafter. Eligible employees with per diem appointments will carry over any unused sick leave from one year to the next, except that the maximum amount of sick leave that an eligible employee with a per diem appointment can have at any time is sixteen (16) hours. Eligible employees with per diem appointments may use up to a maximum of sixteen (16) hours of sick leave in a calendar year.

3. A per diem employee who is injured on the job may apply for Workers' Compensation in accordance with Article 38 – Work-Incurred Injury or Illness.

4. Per diem employees are not eligible for benefits under Article 34 – University Benefits. Per diem employees are not eligible for paid time off such as vacation, sick leave (with the exception of sick leave provided in accordance with Section E.2, holidays, leaves of absence, or educational leave.

5. Per diem employees are covered by the following Articles of this Agreement: Recognition, Appointments, Health and Safety, Management Rights, No Strikes/No Lockouts, Non-Discrimination in Employment, Reasonable Accommodation, Respectful Work Environment, Union Access, and Rights, Union Security, Wages, Waiver, Work-Incurred Injury or Illness, Workload/Hours of Work, Workspace Materials, and Duration. Per diem employees may use the grievance and arbitration procedures of this Agreement only to the extent provided in the applicable portions of the Articles identified in this Section.

F. All contract employees will be converted to career or limited status employees within one hundred and twenty (120) days of ratification of this Agreement. Subsequently, newly-hired employees shall not be placed into contract appointments.

1. Employees who have attained 1,000 hours of qualifying service within a rolling 12-month period, without a break in service of at least one-hundred twenty (120) consecutive calendar days, shall have their appointment converted to a regular career position. All remaining contract employees will be converted to limited appointments and will be subject to this Article.

2. Hours for determination of eligibility for conversion to career or limited appointment shall include hours of qualifying service in the rolling twelve (12) month period immediately preceding the ratification date of the Agreement.

3. Qualifying service includes all time on pay status in one or more contract appointments at the location. Pay status shall not include on-call or overtime hours.

4. Under no circumstances shall the effective date of conversion to limited or career under this Article be earlier than the ratification date of the Agreement.

5. A contract employee who has met the criteria in Section F.1 for conversion to career status and who has worked in the same contract appointment in which they are directly converted will have such time in that appointment applied against the probationary period for 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 as the appointment to which the individual was assigned prior to conversion, and which reports to the same supervisor as did the previous contract appointment.

6. An employee in a contract appointment who has at least six (6) months of continuous service at fifty percent (50%) time or more in a contract appointment who is converted in accordance with Section F.1 to a career position with substantially similar job duties shall have three (3) months service credit toward completion of their probationary period in the new career position.

G. EMPLOYMENT INFORMATION FOR CONVERTED EMPLOYEES

Upon conversion from contract, limited, or floater appointments to a career appointment, the University shall provide employees with Employment Information as outlined in Article 05 – Employment Information no later than seven (7) business days after the effective date of conversion.

ARTICLE 03 - DEFINITIONS

Sole Discretion: The non-grievable, non-arbitrable authority of the University of California.

ARTICLE 04 - DISCIPLINE AND DISMISSAL

A. GENERAL PROVISIONS

1. The University shall have the authority to discipline or dismiss a non-probationary career employee for just cause.

2. The University may discipline an employee by written warning, suspension without pay, disciplinary demotion, disciplinary recall, or dismissal. At least one (1) written warning (and where appropriate additional progressive discipline) shall precede any other discipline, except when discipline is the result of serious misconduct that an employee knows or reasonably should have known was unacceptable. Such serious misconduct may include but is not limited to dishonesty, theft or misappropriation of University property, job abandonment (defined as five (5) consecutive unexcused absences from work), fighting on the job, insubordination, or acts endangering others.

3. Definitions of Disciplinary Actions

   a. Written Warning: A communication that informs the employee of the nature of the misconduct or deficiency, the method of correction, and the probable consequence of continued misconduct or deficiency.

   b. Suspension: Removal without pay from work responsibilities for a stated period of time. Unless otherwise noted, the terms of a suspension will include loss of normal employee privileges such as access to University property and parking and library privileges.

   c. Disciplinary Demotion: The movement of an employee to a lower classification with a corresponding reduction in salary and reassignment to work of lower level duties and responsibilities, based on a demonstrated failure to meet the performance standards of the higher classification.

   d. Disciplinary Recall: When an employee's remote work agreement is modified for a performance-based concern.

   e. Dismissal: Termination of employment initiated by the University.

4. Corrective actions, including but not limited to verbal counseling, counseling memoranda and/or written records of discussions between an employee and their supervisor/manager, in and of themselves, are not discipline and are not grievable.

B. INVESTIGATORY LEAVE

1. Investigatory leave is not a form of discipline. Investigatory leave is a type of paid leave where an employee is immediately, temporarily relieved of all work duties and removed from the premises while the University investigates allegations of misconduct, dereliction of duty, or potential violations of policy.

2. The University may place an employee on immediate investigatory leave with pay, without prior written notice, for the purpose of reviewing or investigating allegations of misconduct, dereliction of duty, or potential violations of policy which would warrant relieving the employee immediately from all work duties and removing the employee from the premises.

3. While on paid investigatory leave, the employee, upon reasonable notice of not less than twenty-four (24) hours, must be available during their regularly scheduled workday to cooperate with the University's investigation.

4. The investigatory leave shall be documented in writing after it is instituted and the University shall provide the written confirmation to the employee and the Union at contractenforcement@uaw4811.org no later than two (2) business days after the leave begins. The written notice shall include the reason(s) for the leave and the expected duration of the leave.

5. On conclusion of the investigation, the employee and the Union at contractenforcement@uaw4811.org shall be informed in writing of the disciplinary action, if any, to be taken.

6. Violation of terms of the investigatory leave could create independent grounds for discipline or dismissal.

C. RECORDS OF DISCIPLINE

1. A copy of any disciplinary actions shall be placed in the employee's personnel file. If there is no recurrence of the same or similar misconduct for a period of two (2) years from the date of issuance of written records or notices related to disciplinary action (e.g. written warnings, notices of intent, or other formal disciplinary documentation), such records will not be used or relied upon to take or support disciplinary action. This material shall be removed from the personnel file and returned to the employee upon written request to the location's labor relations office.

2. Nothing in this Section shall limit the University's right to retain records necessary to defend against legal claims, meet external audit or reporting obligations, or comply with a legal requirement or University Policy provided that such records are not used to adversely affect the employee in future personnel actions, unless the disciplinary action involved allegations of workplace violence, harassment, discrimination, or other serious misconduct.

D. NOTICE OF INTENT

1. The University shall provide a written notice of intent to the employee prior to initiating the actions of suspension without pay that is more than five (5) days, disciplinary demotion, or dismissal. The notice of intent may be delivered to the employee either in person, via email, or by U.S. mail, accompanied by Proof of Service, addressed to the employee at their last known address. It shall be the responsibility of the employee to inform the University in writing of any change in their address. The notice of intent shall be accompanied by Proof of Service indicating the date on which the notice of intent was personally delivered, or emailed, or mailed, and this shall constitute the "date of issuance" of the notice of intent. The notice of intent shall state:

a. the intended action, reasons for the action, and the proposed effective date;

b. the basis for the intended action, including copies of pertinent materials supporting the intended action;

c. the employee's right to respond either orally or in writing within ten (10) business days of the date of issuance of the written notice of intent;

d. the name of the person to whom the employee should respond; and

e. the employee's right of representation, including representation by a Union representative.

2. The University shall send a copy of the notice of intent to the Union at contractenforcement@uaw4811.org.

E. RESPONSE TO WRITTEN NOTICE OF INTENT

The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within ten (10) business days from the date of the issuance of such notice of intent. The University shall review any timely responses received.

F. NOTICE OF ACTION

After review of the employee's timely response, if any, the University shall notify the employee and the Union at contractenforcement@uaw4811.org of the action to be taken and the effective date of the action.

1. Such notice shall specify the discipline or dismissal action taken and its effective date, and the right to appeal the action in accordance with Article 07 – Grievance and Arbitration.

2. The action may not include discipline more severe than that described in the notice of intent; however, the University may reduce the discipline without the issuance of a further notice of intent.

ARTICLE 05 - EMPLOYMENT INFORMATION

A. GENERAL PROVISIONS

Employment information, listed below, shall be sent to employees in career appointments by email or other electronic systems no later than seven (7) business days from the employee's start date. The Union shall abstain from filing grievances related to the issuance of employment information for one-hundred twenty (120) days from the date of ratification, and only employees hired after ratification of the Collective Bargaining Agreement are eligible to receive this information.

1. The applicable job title / classification;
2. Job code;
3. Working title (if applicable);
4. Start date;
5. Position FTE percentage;
6. Annual compensation (exempt employees) / Hourly rate (non-exempt employees);
7. Links to UC websites for Health and other applicable benefits or deductions;
8. Department;
9. Supervisor contact information;
10. A job description (i.e., "position description"), which is a summary of a specific position, including the nature and level of the work performed;
11. A statement that the position is covered by the Collective Bargaining Agreement between the parties;
12. A statement that information on access to all-gender restrooms and/or lactation support can be found in Article 18 – Non-Discrimination in Employment;
13. The following statement on reasonable accommodation: "Staff who are disabled or become disabled should notify their supervisor or department to request reasonable accommodations, in advance of their start date or any time during their appointment, in accordance with Article 23 – Reasonable Accommodation."; and
14. Information regarding how employees will learn about the time and place of any applicable Union orientations for new employees.

B. ADDITIONAL EMPLOYMENT INFORMATION

1. Locations may provide additional employment information.

2. Any employee may contact their supervisor to receive a copy of their job description, as outlined in Section A.10 of this Article.

ARTICLE 06 - FLEXIBLE WORK AGREEMENTS

A. GENERAL PROVISIONS

1. The University supports the use of hybrid and remote work agreements when operationally feasible to support work-life balance, reduce the burden and environmental impact of commuting, and to maximize the efficient use of space in University facilities, among other benefits. The University has a management right to determine work location, as set forth in Article 15 – Management Rights.

2. This Article covers:

    a. The complete effects agreement and process for changes to written individual flexible work agreements covering individual employees, whether that agreement is part of a broader location policy or not; and

    b. The complete effects agreement and process for changes to flexible work arrangement policies or programs that impact fewer than twenty (20) employees.

3. For changes to flexible work programs or policies that impact twenty (20) or more employees, notice of the change and any effects bargaining shall follow the standards and procedures set forth in Section C of Article 37 – Waiver for bargaining the effects of such changes, as modified by Section B.2.c of this Article. Effects bargaining for these changes will not include required notice and relocation, which are set forth in Sections B.2.c and C of this Article, respectively.

4. The University shall communicate remote, hybrid, and flexible work arrangement opportunities to all covered employees in accordance with appropriate location policy or procedure, if any.

5. A formal agreement is not required when an employee and supervisor mutually agree to a non-precedent setting, or ad hoc work schedule adjustment.

6. The University will maintain the current status of individual active flexible work agreements (remote-work, hybrid work, and seasonal agreements, such as modified summer schedule). Modifications to existing individual flexible work agreements are subject to the provisions of this Article.

7. Flexible work agreements are available as a reasonable accommodation consistent with Article 23 – Reasonable Accommodation, and such agreements in place at ratification shall continue. Decisions, changes and modifications to reasonable accommodations are solely covered by Article 23 – Reasonable Accommodation.

8. For grievances alleging a violation of this Article, the arbitrator may not substitute their judgement for that of the University regarding the operational and business need for the change in work location, but will exclusively determine whether the procedures and standards in Sections B and C of this Article have been followed, and order a corresponding remedy.

B. PROCEDURE

1. Right to Request – Employee Initiated Change

    a. Employees may request a new or modified flexible work agreement.

    b. When an employee requests a new flexible work agreement or modification to an existing flexible work agreement, the supervisor and employee shall meet within fifteen (15) calendar days to discuss and evaluate the request per Section B.3.

    c. The University shall respond in writing to the request within thirty (30) calendar days of the employee-supervisor meeting, with a copy to the Union, and shall detail the reasons for the decision per Section B.3.

2. Modification of Agreements by the University – University Initiated Change

    a. Flexible work agreements may be modified by the University only after forty-five (45) calendar days' notice in writing to the employee and the Union. For changes to policies and programs that impact more than twenty (20) employees, the University will provide notice to the Union as provided for in B.2.c. Notices must include the reason for and the duration of the change.

        i. The employee may appeal to their supervisor or other designated University official when the University initiates a modification of the employee's flexible work agreement. The appeal process does not extend the forty-five (45) calendar day notice period for implementation of the modification unless the employee and supervisor or designee mutually agree to an extension.

        ii. When an employee appeals a University-initiated modification to an existing, flexible work agreement, the supervisor and employee shall meet within fifteen (15) calendar days to discuss and evaluate the modification per Section B.3.

        iii. The University shall respond in writing to the request within thirty (30) calendar days of the employee-supervisor meeting, with a copy to the Union, and shall detail the reasons for the decision per Section B.3.

    b. The University may require a temporary adjustment to flexible work agreements based on operational or emergency needs. Operational needs include but are not limited to on-site projects, on-site retreats or meetings, or other all-hands days. These temporary changes will be made in writing, with at least forty-eight (48) hours notice, or with as much notice as feasible with due consideration that sudden schedule changes can be disruptive and difficult for an employee. Temporary adjustments to flexible work agreements will generally not exceed five (5) days in length.

    c. When the University initiates a change to a policy or program for flexible work arrangements that impacts twenty (20) or more employees, it will notice the Union at least ninety (90) calendar days prior to the effective date of the policy, providing the Union with an opportunity to bargain the effects on terms and conditions as defined under HEERA that go beyond the effects already provided for in this Article (i.e. notice and relocation). The Union agrees to respond to the University's notice with an initial

list of additional effects and times that the parties can meet within fifteen (15) calendar days of the date of the University's notice.

3. Standards

Decisions regarding employee- or University-initiated modifications of flexible work agreements or requests for new flexible work agreements shall:

a. Not be arbitrary, capricious, or discriminatory, and

b. Be applied consistently to employees within the same classification with substantially similar job duties within a department unless there is a project-based justification or documented performance concern.

C. RELOCATION

1. Eligibility – Section C shall apply only to:

a. Employees who live more than fifty (50) miles from the primary work location and who are asked to work from that primary work location and where the University approved their fully remote work status on an ongoing basis at the time of hire; and

b. Changes to permanent flexible work agreement executed after the time of hire that allowed for fully remote work further than fifty (50) miles from the primary work location. Permanent flexible work agreements means agreements that:

i. Do not expire within a certain period of time; or

ii. Do not put the employee on notice that return to office is expected; or

iii. Do not indicate that the flexible work arrangement may be revoked by the University at its discretion.

2. Process

a. If the University initiates a change to an employee's fully remote flexible work agreement that would reasonably require the employee to relocate, the University shall provide at least one hundred twenty (120) days' notice.

b. Should the employee separate from the University due to the change in on-site requirements from a fully remote status, the separation will be considered a layoff per the terms of Article 12 – Layoff and Reduction in Time.

c. Should the employee agree to relocate within fifty (50) miles of the new home work location, the University may reimburse up to three thousand dollars ($3,000) of moving expenses subject to the rules set forth in Presidential Policy G-13 to alleviate the financial burden of relocating.

3. This provision does not apply to changes to flexible work arrangement when the changes are based on documented performance concerns or corrective action.

D. JOINT COMMITTEE

A Joint Committee of bargaining unit representatives and University appointees shall be established to review the effectiveness of the procedures identified above and additional guidance required to support implementation of this Article. The Committee shall meet quarterly, upon the Union's request. The parties may meet more frequently than quarterly upon mutual agreement.

ARTICLE 07 - GRIEVANCE AND ARBITRATION

A. GENERAL PROVISIONS

1. A grievance is a claim by an individual employee, a group of employees, or the Union, that the University has violated a specific provision of this Agreement during the term of this Agreement. A grievant may be represented at all stages of the grievance and arbitration procedures.

2. Only the Union has standing to file a grievance on the following:

    a. A location's failure to provide employee lists in accordance with Article 32 – Union Access and Rights, and Article 33 – Union Security.

    b. Failure to provide the necessary information to the Union as set forth in Article 33 – Union Security.

3. A grievant shall have the right to be represented at all steps of the grievance procedure up until the appeal to arbitration by the Union, another representative, be self-represented or by any person of their choice other than a University employee who has been designated as supervisorial, managerial or confidential within the meaning of the Higher Education Employee-Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and contact information of their representative, if applicable. Only the Union may represent a grievant after the appeal to arbitration.

4. Grievances may be consolidated at any step of the grievance or arbitration process by written agreement of the University, and the grievant or the grievant's representative.

5. The Union and the University may mutually agree in writing that the grievance, or a portion thereof, be held in abeyance at any step of the grievance or arbitration process. Either party may, upon written notice to the other, terminate the abeyance and resume the grievance process from the point it was held in abeyance.

6. 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 employee's employment file.

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

8. Offers of settlement made during attempts at informal resolution or during the steps of the grievance or arbitration procedure are inadmissible at any step of the grievance or arbitration procedures.

B. FILING GRIEVANCES

1. All grievances must be filed with the location's labor relations office at the location where the alleged violation occurred and within the time frames specified in this Article. Grievances must be filed on the form agreed to by the parties in Appendix A. The form

shall be posted on the University's website within thirty (30) days of ratification of this Agreement.

2. The grievance form must be signed and dated by the employee(s) or the employee's representative upon submission to the University. Union grievances must be signed by the Union's representative.

3. Proper Filings – Initial Grievances, Responses and Appeals

   Grievances, responses and appeals must be filed via email at the location's labor relations office in accordance with the procedures and timelines below:

   a. All subsequent University responses shall be sent via email to contractenforcement@uaw4811.org and the email address designated by the Grievant/Representative on the grievance form as provided in Appendix A.

   b. Deadlines that fall on a day that is not a regular business day will automatically be extended to the next regular business day.

   c. The written grievance shall contain the following information:

      i. a specific description of the dispute, including the name(s) of the affected employee(s) or description of the group of the affected employees,

      ii. the facts giving rise to the dispute,

      iii. a list of all the article(s) and section(s) violated,

      iv. a statement as to how the article(s) and section(s) were violated,

      v. the date(s) of the violation, and

      vi. the requested remedy or remedies.

   d. The date of filing shall be the date the grievance is received at the designated location's labor relations office. Filings received after the close of business shall be deemed filed the next business day.

   e. The timelines and meetings for the processing of grievances shall be in accordance with the steps addressed below.

C. GRIEVANCE STEPS

1. Informal Review – Before commencing the formal grievance process, the grievant, with or without their representative, may discuss the grievance with their immediate supervisor in a timely manner. Such a meeting, when requested by the employee or representative, shall be held within fifteen (15) calendar days of the request. Informal resolutions, although final, shall not be precedential nor inconsistent with this Agreement. Informal resolution of grievances at the lowest possible level is an objective shared by the University and the Union.

a. If the grievance is not resolved through informal discussion, the grievant may seek review as set forth below.

b. Attempts at informal resolution (including grievances that allege violation of harassment or discrimination) do not extend the thirty (30) calendar day time limit to file at Step 1.

2. Step 1 – A grievant may file a written grievance as set forth below.

a. A written grievance must be filed with the location's labor relations office using the grievance form agreed to by the parties (Appendix A). The grievance must be filed no later than thirty (30) calendar days from the date on which either the grievant or the representative knew or reasonably should have known of the alleged violation of the Agreement.

b. If no Informal Review meeting took place, at the request of either party there shall be a meeting held at Step 1 that includes the supervisor and the grievant. If an Informal Review meeting took place, such a Step 1 meeting shall only be held by mutual agreement of the parties.

c. The University's written Step 1 decision will be issued to the grievant and the representative, if any, within fifteen (15) calendar days after the meeting is held or, if no meeting is held, fifteen (15) calendar days after the formal grievance is filed. If the response is not issued within this time limit, or if the grievance is not resolved at Step 1, the grievance may be appealed to Step 2 and shall be processed according to Section C.3 below.

3. Step 2

a. If the grievance is not resolved at Step 1, the grievant or the Union may proceed to Step 2 by filing a written appeal with the location's labor relations office within fifteen (15) calendar days of the date the written response is issued or within fifteen (15) calendar days of the date on which the University's response was due if no response was issued.

b. If the Union requested a meeting in the Step 2 appeal, or if the University requests a meeting, the location's labor relations office 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 Step 2 appeal. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.

c. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 grievance filing if it is agreed that no meeting will be held. If the University fails to issue a decision within fifteen (15) calendar days, the Union may appeal the grievance to Step 3.

d. If a grievance that alleges a violation of Article 04 – Discipline and Dismissal only is not satisfactorily resolved at Step 2, the Union may appeal directly to arbitration in accordance with this Article.

4. Step 3 – Review (Office of the President)

a. If the grievance has not been resolved at Step 2, the grievant and/or the grievant's representative may file an appeal in writing to the Office of the President. Such appeal must be received by the Office of the President no later than fifteen (15) calendar days after the issuance of the University's Step 2 response, or the date on which the Step 2 response would have been due if no response was issued.

b. An appeal to Step 3 shall be accomplished as follows:

   i. Email to AppealAGrievance@ucop.edu:

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

      b) The date of filing for emailed appeals to Step 3 shall be the date received on the Office of the President server, provided that the appeal is received during business hours. If a Step 3 appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the appeal to Step 3.

      c) The Office of the President shall acknowledge the Union's appeal to Step 3 through a computer-generated, automatic email response. If the Union does not receive a confirmation email within thirty (30) minutes of the time of submission, the date of filing shall be the sent time and date.

   ii. The subject of the grievance as stated in Step 2 shall constitute the entire subject matter of the appeal to Step 3.

   iii. The University must assert any and all known arbitrability issues no later than the date the Step 3 decision is issued. If arbitrability issues arise after the Step 3 response is issued, the University may raise them in accordance with Section H, below.

   iv. The Office of the President official or the Office of the President's official's designee shall issue the University's Step 3 written decision within thirty (30) calendar days of the receipt of the appeal. The Step 3 decision shall be served upon the grievant, and the grievant's representative, and the Union at contractenforcement@uaw4811.org. If the Step 3 decision is not issued within thirty (30) calendar days, the Union may appeal the grievance to arbitration.

   v. The Office of the President official or the Office of the President official's designee shall have the authority to settle grievances appealed to Step 3.

D. GRIEVANCES FILED DIRECTLY TO THE OFFICE OF THE PRESIDENT

1. In the event the Union alleges a contract violation as a direct result of Office of the President action, the grievance shall be filed directly at Step 3 with the Office of the President within thirty (30) calendar days from the date on which either the grievant or their representative knew or should have known of the alleged violation of the Agreement. At the time of filing, the Union must provide specific evidence that the violation is occurring at multiple locations.

2. The Office of the President official or the Office of the President official's designee shall issue the University's decision within thirty (30) calendar days of the receipt of the filing. The University's decision shall be served upon the grievant and/or the grievant's representative, and the Union at contractenforcement@uaw4811.org.

E. EXTENSION OF TIME LIMITS

With the exception of the thirty (30) day Step 1 grievance filing deadline, the time limits set forth in this Article may be extended only by written agreement of the parties. Except that, each party shall be entitled to one (1) seven (7) calendar day extension upon notice in advance of the deadline at either Step 1 (after timely grievance filing), Step 2, or Step 3.

F. APPEAL TO ARBITRATION

1. Content

An appeal to arbitration may be made only by the Union and only after the timely exhaustion of the grievance procedure. The written appeal to arbitration must be received by the Office of the President, with a copy to the location's labor relations office of origin, within forty-five (45) calendar days of the date of issuance of the final University decision to the Union or within forty-five (45) calendar days of the final date on which the University's response was due if no response was issued. The written appeal must be signed by an authorized representative of the Union and must include:

a. The name and email address of the Union representative who is responsible for the appeal to arbitration and to whom all correspondence relating to the arbitration is to be sent;

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

c. If a grievance is not appealed to arbitration, the grievance shall be considered closed.

2. Procedure

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

a. Email to AppealAGrievance@ucop.edu:

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

ii. The 'date of filing' for emailed appeals to arbitration shall be the date the appeal is received on the University server, provided that the appeal is received during business hours. If an appeal to arbitration is received outside of normal business

hours, the following business day will be deemed the filing date of the appeal to arbitration.

iii. The University shall acknowledge receipt of the Union's appeal to arbitration through a computer-generated, automatic email response.

3. Remand/Retain Notice

a. Within fifteen (15) days of receipt of the appeal, the Office of the President shall notify the Union whether the Office of the President shall remand the case to the location or retain the case at the Office of the President. Such notice shall include the contact information for the designated University official, per Section G.1 below.

G. SELECTION OF THE ARBITRATOR/PRE-ARBITRATION CONFERENCE

1. The Union representative shall contact the designated University official as per the Remand/Retain Notice within thirty (30) calendar days of the Remand/Retain Notice in order to select an arbitrator from the panels set forth in Appendix B. The arbitrator shall be selected within forty-five (45) calendar days from the date of the Remand/Retain Notice. If no Remand/Retain Notice is issued, the Office of the President shall coordinate a meeting to select an arbitrator within forty-five (45) calendar days from the date when the notice would have been due.

2. The selection of arbitrator and scheduling shall be as follows:

a. If the parties cannot agree to an arbitrator from the panels, the parties shall alternately strike one (1) name each from the list of statewide panel members.

b. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.

c. Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing date, but if they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrator.

d. The parties shall notify the arbitrator within thirty (30) calendar days of selection and request hearing dates(s). The hearing date(s) shall be no earlier than sixty (60) calendar days from the arbitrator's agreement to hear the case.

e. If a selected arbitrator declines to serve, the parties will strike again from the panel.

3. Grievances retained by the Office of the President (or remanded grievances per Section G.3.e.i below) shall be discussed at the Pre-Arbitration Conference (PAC), which shall occur at least every two (2) months. During the PAC, the parties shall:

a. Resolve any remaining issues regarding the selection of arbitrator or arbitration dates which have not been resolved prior to the PAC.

b. Discuss any existing arbitrability claims raised by the University, if any, with the goal of resolution; if arbitrability is resolved, but the merits are not settled, the matter shall go forward to a merits hearing, provided the Union elects to move forward.

c. Discuss the merits of the grievance(s), with the goal of resolution.

d. Discuss and decide engaging in grievance mediation in accordance with Section I below.

e. The Union shall provide a list of retained grievances (or remanded grievances per Section G.3.e.i below) to be discussed at least seven (7) calendar days prior to the scheduled PAC. If the Union does not provide the list within this timeframe, the University retains the right to reschedule or cancel the PAC.

i. Remanded grievances shall be discussed at the PAC by mutual agreement of the parties, or if the Union has reached out to the Location official designed in the Remand/Retain Notice, at least forty-five (45) calendar days have elapsed since such notice was issued, and selection has not occurred.

4. At the time the University and the Union schedule the Pre-Arbitration Conference, each party shall endeavor to identify the names of the participants.

H. ARBITRABILITY

1. The University shall be precluded from raising arbitrability claims if it has not done so by the Step 3 response, unless such issues arise after the Step 3 response is issued. Arbitrability claims must include facts and arguments to substantiate such claims.

2. Questions of arbitrability properly raised under the terms of this Article will be considered in the same hearing as the merits.

I. MEDIATION (OPTIONAL STEP)

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

J. PROCEDURAL/EVIDENTIARY ISSUES AT HEARING

1. Prior to the arbitration hearing, the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.

2. At least seven (7) calendar days prior to the arbitration the parties shall exchange lists of known witnesses and discuss exhibits.

3. During the hearing the parties shall have the opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be

introduced at the hearing unless they were introduced prior to or during Step 3 of the grievance procedure.

4. Upon request by either party but not upon the arbitrator's own motion, the arbitrator shall have the authority to subpoena relevant documents and/or witnesses.

5. The arbitration hearing shall be closed to anyone other than the participants in the hearing unless the parties agree otherwise in writing.

6. In all cases appealed to arbitration except for actions taken pursuant to Article 04 – Discipline and Dismissal, the Union shall have the burden of proceeding and the burden of proof. In all cases, the burden of proof is preponderance of the evidence.

7. Hearings shall be held remotely using virtual platforms, unless the parties agree to conduct the arbitration hearing in person. If there is no agreement by the parties on the modality of conducting the hearing, the decision shall be made by the arbitrator and shall be final.

K. SCOPE OF ARBITRATOR'S AUTHORITY

1. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract.

2. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the pay, benefits or contractual rights lost less any compensation from any source including but not limited to Workers' Compensation, Unemployment Compensation or other employment. The decision and award of the arbitrator shall be final and binding upon the parties to the contract and the employees. The University will not be liable for back wages or other monetary reimbursement, including interest, for:

    a. any period of time during which an extension of the time limits has been granted at the request of the Union;

    b. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to this Article, except for the correction of an error in implementation in payment of wages, or the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages;

    c. any period of time greater than three (3) years prior to the date the grievance was filed pursuant to this Article, for grievances involving the correction of an error in implementation in payment of wages, or the correction of mathematical calculation, recording, or accounting errors relating to the payment of wages.

3. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be equally borne by the parties. Costs for transcripts requested by only one party, shall be borne by the requesting party.

4. Unless the parties mutually agree otherwise, the party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

L. RELEASE TIME FOR ARBITRATION FOR THE GRIEVANT AND UNION REPRESENTATIVE(S)

1. The University and the Union shall establish a reasonable schedule for the arbitration proceeding.

2. The Union shall provide the names of witnesses in accordance with Section J.2 above, in order to facilitate the University's provision of release time.

3. The grievant(s) shall be in a without-loss-of-pay-status for the entire arbitration hearing.

4. Employee witnesses will be in a without-loss-of-pay-status for travel to and from the arbitration hearing, for time actually giving testimony or waiting to give testimony, at the hearing.

5. Not more than one (1) employee representative will be released in without-loss-of-straight-time-pay status for attendance at any one (1) arbitration hearing.

6. Total release time for the grievant, employee representative and witness(es) for travel to/from the hearing and for participation in the hearing shall not exceed either their normally scheduled hours of work for the day(s) of the hearing or their actual participation in the hearing. Participants shall travel to/from the hearing via the most expeditious and cost-effective method of transportation available.

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

M. ARBITRATOR PANEL

1. The parties agree that there will be a standing panel of nineteen (19) arbitrators, listed in Appendix B, to hear arbitration cases scheduled for hearing pursuant to the provision of this Article. If agreement cannot be reached on all nineteen (19) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties.

2. <u>The procedure for modifying the panel shall be as follows:</u>

   a. Upon either party discovering that there is a vacancy on the panel, the party shall provide a written request to meet and consider a replacement, and the parties will hold such a meeting within sixty (60) calendar days.

   b. In replacing an arbitrator who has declined to participate or who has resigned, or in adding (an) arbitrator(s) to complete the panel, the parties will exchange nominations at least thirty (30) calendar days prior to selection. The party selecting first shall be determined by the flip of a coin.

c. The parties shall jointly send letters to arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of this Agreement.

N. TIME LIMITS

1. If the grievant or their representative does not comply with the time limits set forth herein shall render the grievance ineligible for further processing or appeal, and the grievance shall be considered withdrawn.

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

ARTICLE 08 - HEALTH AND SAFETY

A. GENERAL CONDITIONS

1. The University and the Union acknowledge that promoting and maintaining a safe and healthy workplace in accordance with state and federal law and University health and safety policies and procedures is a shared responsibility.

2. The University agrees to provide and maintain safe working conditions as required by state and federal law and in compliance with established University health and safety policies and procedures.

3. The University shall provide training and information if an employee works in an environment with hazardous materials or in a hazardous environment prior to the employee assuming such duties.

4. In the event an employee believes they are performing a hazardous job with insufficient training, the employee shall immediately inform their supervisor.

5. No employee will be retaliated against for reporting health and safety issues.

ARTICLE 09 - HOLIDAYS

A. UNIVERSITY HOLIDAYS

The University shall observe the following days as administrative holidays:

a. January 1 (New Year's Day)

b. Third Monday in January (Martin Luther King, Jr. Day)

c. Third Monday in February, or announced equivalent (President's Day)

d. Last Friday in March, or announced equivalent (Farmworkers Day)

e. Last Monday in May (Memorial Day Observance)

f. June 19, or announced equivalent (Juneteenth Federal Holiday)

g. Fourth of July (Independence Day)

h. First Monday in September (Labor Day)

i. November 11 (Veterans' Day)

j. Fourth Thursday in November (Thanksgiving Day)

k. Friday following Thanksgiving Day (or announced equivalent)

l. December 24, or announced equivalent (Christmas Eve)

m. December 25 (Christmas Day)

n. December 31, or announced equivalent (New Year's Eve)

Unless the University designates an alternate day, when a holiday falls on a Saturday, the preceding Friday is observed as the holiday; and when a holiday falls on Sunday, the following Monday is observed as the holiday.

B. RELIGIOUS HOLIDAY OR DAY OF SPECIAL SIGNIFICANCE

An employee may request time off to observe a religious holiday or day of special significance by using vacation time, compensatory time off, or leave without pay, as long as work schedules permit. Requests for such observation shall be granted on the basis of operational needs and requirements and shall not be unreasonably denied.

C. HOLIDAY TIME PAY

1. Compensation for Holidays Worked

   a. An exempt employee required to work on a holiday listed above shall receive an alternate day off. Requests for specific dates to be used as alternate days off shall be granted on the basis of operational needs and requirements and shall not be unreasonably denied.

   b. With the exception of the provisions in Section C.1.c, below, a non-exempt employee required to work on a holiday listed above shall be paid at the employee's regular straight-time rate of pay for the hours actually worked. In addition, an eligible employee shall receive one of the following at the option of the University for each holiday worked including any shift differential:

      i. compensatory time off at the regular straight-time rate; or

      ii. holiday pay at the regular straight-time rate.

   c. A non-exempt employee shall be paid at the rate of time and one-half times (1½ X) regular pay for hours actually worked on New Year's Day, the last Monday in May, the Fourth of July, the First Monday in September, the Fourth Thursday in November, and December 25, and no alternate dates may be designated by the University.

2. Compensation For Holidays Not Worked

   a. An eligible full-time employee whose regular day off falls on an observed holiday listed in Section A shall receive either eight (8) hours of holiday pay at the regular straight time rate, or an alternate day off, regardless of the number of hours in their shift as determined by the University, except as provided in Section D, below. For an alternate day off:

      i. The employee shall work with their supervisor to schedule the alternate day off and the request shall not be unreasonably denied; and

      ii. the day off shall occur within the same pay period.

   b. An eligible full-time employee may request either the eight (8) hours of holiday pay or the alternate day off by submitting their preference to their supervisor in advance of the holiday. Approval of such requests shall be subject to operational needs and requirements.

   c. An eligible part-time employee shall receive proportionate holiday pay, up to the maximum of eight (8) hours per holiday, except as provided in Section D, below. Such holiday pay is calculated on the number of hours in pay status in the month or the two

(2) biweekly pay periods immediately preceding the biweekly pay period in which the holiday falls, excluding any holiday hours in those periods.

D. ELIGIBILITY FOR HOLIDAY PAY

1. Employees are eligible for holiday pay if they are on pay status at least fifty percent (50%) of the hours in the month or the two (2) biweekly pay periods immediately preceding the biweekly pay period in which the holiday occurs, excluding any holiday hours in those periods.

2. An employee on pay status on the employee's last scheduled work day before the holiday and first scheduled work day after the holiday shall be eligible to receive holiday compensation as provided in Section C. No employee shall be eligible for compensation for any holiday which is immediately preceded by or followed by an unauthorized, unpaid absence or a disciplinary suspension.

3. New and rehired employees shall be eligible to receive pay or compensatory time off for holidays preceding their first day of work provided the holiday is the first working day(s) of the month or quadriweekly cycle. A terminating employee shall be eligible to receive pay for holidays immediately following the employee's last day of work provided the holiday is the last working day(s) of the month or quadriweekly cycle.

4. An eligible employee who is on approved leave without pay or temporary layoff for a period of not more than twenty (20) calendar days, including holidays, shall be eligible to receive pay for any holiday occurring during that period.

E. RESTRICTIONS

1. In the administration of the provisions of this Article there shall be no duplication, pyramiding, or compounding of any premium wage payments provided herein with any other wage payments provided in any other provision of the Agreement.

2. Holiday pay shall not count as time worked for the purpose of calculating overtime.

ARTICLE 10 - IMMIGRATION

A. No employee covered by this Agreement shall suffer any loss of seniority or compensation due to any legal changes in the employee's name or social security number.

B. The University will request that a federal immigration agent or a Department of Homeland Security (DHS) agent comply with legal requirements before they may be allowed to interrogate, search, or seize the person or property of any employee while the employee is working on the University's premises and under the University's control. In the event that the University is served with a validly executed warrant or subpoena, the University shall arrange for the questioning of employees to occur in as private a setting as possible in the workplace. The University will notice the Union, as soon as practicable and as legally permitted, if the University learns of an immigration investigation regarding an employee or if federal immigration or DHS agents seek to question, search, or detain an employee on University premises.

C. For University campuses, UCOP and all other non-hospital or non-clinic locations, the University will notify the Union as soon as possible if it becomes aware of immigration officers at the location. At UC hospital or clinic locations, as soon as practicable and as legally permitted, the University will notify the Union by telephone and/or email once it learns that a federal immigration agent or DHS agent wishes to interrogate, search or seize the person or property of any bargaining unit member on the University's premises.

D. The University shall grant employees up to five (5) days of unpaid leave time per calendar year when given one (1) week's prior notice to attend any appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child, or parent. An employee may use accrued sick leave or accrued vacation leave, unless the employee elects to take leave without pay, and the University may require proof of the appointment and/or hearings and proof of the family relationship.

E. Unpaid Personal Leave under Article 14 – Leaves of Absence shall also be granted up to ten (10) business days per calendar year if the employee is detained or unable to return to the United States of America for reasons related to immigration status outside the employee's control.

F. In the event that an employee is not authorized to work in the United States of America and the employee's employment is terminated for this reason, the University agrees to meet with the Union and the employee to make reasonable efforts to re-employ the employee as soon as is practicable provided the employee can demonstrate that they have re-obtained valid work authorization within fifteen (15) business days after termination.

G. Should any change in laws or regulations relevant to these procedures, including, but not limited to, repeal of Consideration of Deferred Action for Childhood Arrivals (DACA), rescission of Temporary Protected Status (TPS), travel bans, or any other change in immigration law or regulations or a court ruling that sets forth any new interpretation pertaining to these procedures occurs, the parties shall meet at the Union's request, in accordance with Section I below, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the Union.

H. The University shall not release an employee's immigration status or related information contained in personnel files without the employee's consent, unless required by federal or state law or pursuant to a judicial warrant or subpoena. The University shall notify the Union of all such requests, unless prohibited by law. In the event the request is specific to an employee, as soon as practicable the University shall notify the employee named in the request and the Union unless prohibited by law.

I. The University and the Union shall use the labor-management meeting process in accordance with Article 11 – Labor-Management Meetings to discuss issues arising from this Article.

ARTICLE 11 - LABOR-MANAGEMENT MEETINGS

A. SYSTEM-WIDE LABOR-MANAGEMENT MEETINGS

1. The Union may request to schedule up to three (3) systemwide meetings per year with the University (Office of the President, Employee & Labor Relations), unless the parties mutually agree otherwise. The University shall make a reasonable effort to schedule such meetings within thirty (30) days of the written request.

2. Additionally, the University and the Union agree to meet once per year, following the Union's written request, to discuss the fringe benefit plans, coverages, benefit schedules, carriers, providers, premium rates, eligibility criteria and the amounts, if any, of University and/or employee contributions.

3. The agenda of the meeting(s) shall be determined by mutual agreement of the parties at least seven (7) calendar days prior to the scheduled meeting date, provided that additional items may be added within seven (7) days of the meeting or during the meeting itself by mutual agreement of the parties.

4. The Union may request release time for up to a total of thirteen (13) bargaining unit employees. No more than two (2) bargaining unit employees may be released from any single location, and no more than one (1) bargaining unit employee may be released from any single department, unless otherwise mutually agreed upon. Such representatives will be released from work in a without-loss-of-straight-time pay status to attend the scheduled meeting(s) provided the Union has given the University at least seven (7) calendar days written notice of their designation. In the event that the designated Union representative cannot attend such a meeting due to exigent circumstances, an alternate representative shall not unreasonably be denied from attending such a meeting. The parties may mutually agree to allow additional unit employees to attend the meetings and may, by mutual agreement, agree to place those attendees in a without-loss-of-straight-time pay status while in attendance at the meeting(s).

B. LOCAL LABOR-MANAGEMENT MEETINGS

1. The Union may request to schedule up to six (6) meetings per year at each campus/location, unless the parties mutually agree otherwise. The University shall make a reasonable effort to schedule such meetings within thirty (30) days of the written request.

2. The Union shall designate up to two (2) bargaining unit employees to attend the meetings, with no more than one (1) bargaining unit employee released from any single department, unless otherwise mutually agreed on. Bargaining unit employees shall be released in a without-loss-of-straight-time pay status to attend each scheduled meeting provided the Union has given the University at least seven (7) calendar days' notice of their selection, unless otherwise mutually agreed upon. The parties may mutually agree to allow additional unit employees to attend the meetings and may, by mutual agreement, agree to place those attendees in a without-loss-of-straight-time pay status while in attendance at the meeting(s).

3. The agenda of the meeting(s) shall be determined by mutual agreement of the parties at least seven (7) calendar days prior to the scheduled meeting date, provided that additional items may be added within seven (7) days of the meeting or during the meeting itself by mutual agreement of the parties.

C. AGENDA ITEMS

1. Appropriate agenda items for system-wide and local labor-management meetings include:

   a. Administration of the Agreement;

   b. Dissemination of general information of interest to the parties;

   c. Health and safety matters regarding bargaining unit employees;

   d. General work environment-related issues, not pertaining to the facts of an individual employee's complaint(s);

   e. Information regarding personnel transactions and vacancies;

   f. Giving representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit; and

   g. Additional items mutually agreed to by the parties for placement on the agenda.

D. RELEASE TIME

1. Release time provided shall be in accordance with the provisions of Section A.4, Section B.2, and Section D.2, of this Article.

2. Without-loss-of-straight-time pay status release time will be provided for the duration of the meeting, and for reasonable travel time to and from the meeting. Up to a total of eight (8) hours in one day release time may be provided for attendance at a system-wide labor-management meeting. Any travel and subsistence incurred by the employee(s) attending the meeting(s) shall be the responsibility of the employee or the Union. The University shall not unreasonably deny members release time to attend the meeting(s).

ARTICLE 12 - LAYOFF AND REDUCTION IN TIME

A. GENERAL PROVISIONS

1. The University has the sole discretion to determine whether and when layoffs or reductions in scheduled work hours are necessary, the departments affected, and the duration of such actions in accordance with this Article.

2. Within thirty (30) days of ratification, the University shall provide the Union with the layoff units.

3. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give the Union advance notice of at least forty-five (45) days and upon request shall meet and discuss such proposed changes.

4. These provisions only apply to career non-probationary appointments as defined in Article 02 – Appointments.

B. DEFINITIONS

1. A layoff is an involuntary:

   a. separation of an employee from employment as implemented in accordance with the provisions of this Article, or

   b. reduction in the appointment rate of an individual employee.

2. For the purposes of this Article, seniority shall be calculated by full time-equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment is the “junior” employee.

3. Layoff Units

   a. The University shall determine the layoff unit(s) at each location and which classifications are to be subject to layoff. The layoff units, once identified by the University, shall include all employees within a given classification at a location within the layoff unit.

4. Temporary Layoff or Reduction in Scheduled Work Hours

   A temporary layoff or reduction in scheduled work hours is defined as a full or partial reduction in work hours or separation from employment for a definite period of time, not expected to exceed a cumulative total of one-hundred twenty (120) calendar days from the date of the layoff.

5. Indefinite Layoff or Reduction in Scheduled Work Hours

   An indefinite layoff or reduction in scheduled work hours occurs when the reduction or separation has no defined end date.

C. NOTICE REQUIREMENTS

1. Temporary Layoff or Reduction – Employees subject to temporary layoff or reduction in time shall receive at least 15 calendar days advance written notice or pay in lieu of service. In the event of a temporary layoff, the employee will be provided the expected beginning and ending dates of the layoff.

2. Indefinite Layoff or Reduction – Employees subject to indefinite layoff or indefinite reduction in scheduled work hours shall receive at least sixty (60) calendar days' advance written notice. The University may pay up to thirty (30) days of the sixty (60) days' notice period in lieu of notice.

3. If a temporary layoff or reduction in time is to be converted to an indefinite layoff or indefinite reduction in time, the procedures for indefinite layoff or indefinite reduction in time will apply.

4. The University will provide the Union with a copy of the layoff communications provided to employees referenced in this Section.

5. In the event of an anticipated indefinite layoff of five (5) or more full-time equivalent (FTE) employees on the same effective date in the same layoff unit, the University will give forty-five (45) calendar days' notice to the Union prior to the effective date of the layoff. Upon timely request, the University and Union will meet with the goal of finding alternatives to layoff.

D. ORDER OF LAYOFF OR REDUCTION

1. If, in the judgment of the University, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce, staffing levels may be reduced in accordance with this Article.

2. Temporary Layoff or Reduction – An employee may be temporarily laid off or temporarily reduced in time irrespective of special skill, knowledge, or ability, seniority or classification.

3. Indefinite Layoff or Reduction – The order of indefinite layoff of career, non-probationary employees shall be in inverse order of seniority within a layoff unit.

    a. With regard to indefinite layoff only, the order of indefinite layoff of career, non-probationary employees in the same classification within a layoff unit shall be in inverse order of seniority except that the University may retain, at its discretion, career, non-probationary employees irrespective of seniority who possess special knowledge, skills or abilities which are not possessed by other employees in the same classification, which cannot be learned in less than six (6) months, and which are necessary to perform the ongoing functions of the layoff unit. If an employee with less seniority is to be retained, the University shall notify the Union in advance of the layoff date and in writing of the special knowledge, skills and abilities which support the retention of the less senior employee.

    b. Regardless of seniority, the department may elect to invite all bargaining unit employees in the same class within a layoff unit to volunteer for layoff. In that case, the Union shall be notified of the invitation at the same time the invitation is transmitted

to employees. The Union shall also be informed of the identities of volunteers before the layoff occurs.

E. ALTERNATIVES TO LAYOFF

1. The University may, at its discretion, offer an employee another career position at the same location for which the employee is qualified at the same or greater percentage of time and at the same or higher rate of pay.

2. Alternative options to layoffs, if any, not identified in this Article, may be discussed by the parties upon request by the Union. Such discussions shall not delay the scheduling and implementation of any layoffs.

F. REEMPLOYMENT FROM INDEFINITE LAYOFF OR REDUCTION

1. A career employee, upon receiving notice of an indefinite layoff or reduction in time, shall have recall rights and preferential reemployment status, unless they elect to receive severance pay per Section F.6 below.

2. Recall Rights – An employee with recall rights has the right to be recalled into any active and vacant career position for which the employee is minimally qualified when the position is in the same classification, same layoff unit, and at the same or lesser percentage of time as the position held at the time of layoff. Bargaining unit members will be recalled within their layoff unit in order of seniority, with the most senior returning first. Recall rights are for three (3) years from the date of layoff.

3. Preferential Reemployment – An employee with preferential reemployment status shall receive preferential consideration for any active and vacant career position when the position is at the same location, at the same or lower classification, and at the same or lesser percentage of time provided the employee is minimally qualified to perform the duties and responsibilities assigned to the position. First consideration for preferential rehire shall be given to employees who are on layoff status (not currently employed by the University) and who were laid off from the same department where the vacant position exists.

    a. The time available to an employee for preferential reemployment is based on seniority as follows:

        i. Less than five (5) years of seniority will have preference for reemployment for one (1) year from the date of layoff.

        ii. At least five (5) years but less than ten (10) years of seniority will have preference for reemployment for two (2) years from the date of layoff.

        iii. Ten (10) years or more of seniority will have preference for reemployment for three (3) years from the date of layoff.

4. Trial Employment Period – An employee who is recalled or rehired under preference for reemployment may, upon prior written notification, be required to serve a trial employment period of up to six months upon recall or rehire. An employee who is required to serve a trial employment period may, at any time during the trial employment period, return to layoff status at the employee's or at the department head's discretion. Time spent in trial

employment will not count against the period of eligibility for recall preferential rehire. Time on leave, with or without pay, is not qualifying service for the completion of the trial employment period.

5. Termination of Reemployment Rights

   a. An employee's rights to recall and preference for reemployment terminate when the employee accepts any career position and passes the trial employment period, if required.

   b. These rights also terminate if the employee refuses to be recalled, refuses a preferential job offer at the same or higher salary and same percentage of time, fails to respond to a written notice of an employment opportunity within ten (10) calendar days, refuses two (2) offers of employment for a career position at the same or higher salary and same percentage of time as the position held at the time of layoff, elects to receive severance pay in lieu of preferential rehire and recall rights, or resigns.

6. Severance Pay – A career employee who has received notice of indefinite layoff may elect, in writing, to receive severance pay in lieu of preferential rehire and recall rights within fourteen (14) calendar days of receipt of the notice of layoff. Election is irrevocable. The University shall offer severance in lieu of preferential rehire and recall rights to all employees in the same layoff unit who receive notice for indefinite layoff. Severance pay shall be in accordance with the following:

   a. Payment – An employee who elects severance pay in lieu of preferential rehire and recall rights shall be paid a lump sum as follows:

      i. An employee who elects severance pay in lieu of preference for reemployment and the right to recall shall be paid a lump sum amount of one week (5 workdays) of salary for each full year of service from the most recent break in service, up to a maximum of sixteen (16) weeks of base pay.

      ii. Employees who are laid off following a reduction in time that occurred within sixty (60) calendar days of the layoff notice shall be eligible for severance on the basis of their percentage of appointment just prior to their reduction in time.

      iii. This section shall not apply to temporary layoff or reduction in time.

      iv. Failure to make an election as provided in Section F.5 will result in the employee receiving preferential rehire and recall rights and extinguish the right to severance pay.

   b. Repayment – An employee who has received severance pay under this provision and who returns to work in a career position with the University at the same or higher salary and same percentage of time as the position held at the time of layoff shall repay to the University the portion of severance pay received that exceeds the time the employee was laid off.

7. Continuity of Service

   a. Reemployment within the period of right to recall and preference for reemployment or from temporary layoff provides continuity of service.

   b. Benefits and seniority accrue only when on pay status.

   c. Additional definitions can be found in Article 30 – Transfer, Promotion, and Reclassification, Section C.2.

   d. A layoff of one-hundred twenty (120) calendar days or less does not constitute a break in service.

ARTICLE 13 - LEAVES FOR UNION BUSINESS

A. GENERAL PROVISIONS

1. Employee Eligibility for Leave

For each location with more than five hundred (500) bargaining unit employees, the University shall grant no more than two (2) employee bargaining unit representatives paid reimbursed leave or reduction in time for Union business per calendar year (522 days total) without loss of compensation. However, only one (1) employee shall be released per department per leave. For each location with less than or equal to five hundred (500) bargaining unit employees, the University shall grant no more than one (1) employee bargaining unit representative paid reimbursed leave or reduction in time for Union business per calendar year (261 days) without loss of compensation. The University may postpone the leave when it can demonstrate compelling business needs.

2. Pay Status

During the paid reimbursed leave, the employee 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. Employee benefit contributions will continue to be deducted during the leave.

a. During the paid reimbursed leave, the employee shall be eligible for increases in accordance with local practices.

b. Any leave granted in accordance with this section shall not constitute a break in service.

c. 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 paid reimbursed leave, University employees shall be covered by the Union's Workers Compensation carrier.

3. Union Reimbursement

The Union shall reimburse the University for actual costs of employee compensation, including salary plus all benefits paid to the employee for the time the employee is on leave without loss of compensation. The Union shall submit payment to the University within thirty (30) days of receipt of confirmation of payment to the employee. The University has the right to terminate the leave if the Union fails to provide timely payment. The University will bill the Union within six (6) months of usage of leave for Union business.

4. Long-Term Leave of Absence

Upon at least thirty (30) calendar days advance written request to the local labor relations office from the Union and the employee, no more than one (1) employee bargaining unit representative per department per location shall be granted a leave of absence to engage in Union business pursuant to Section A.1 above. The duration of the leave of absence shall be specified at the time the employee commences the leave. No such leave shall be granted unless the written request specifies the duration of the leave.

a. Such leaves of absence shall be for a period of not less than thirty (30) calendar days. In no situations shall the leave of absence be granted for a period of more than three (3) years.

b. The University, due to operational requirements, may postpone the date such leave of absence is scheduled to begin.

5. Short-Term Leave

Subject to operational considerations, upon at least thirty (30) calendar days written request to the local labor relations office from the Union and the employee, no more than one (1) employee bargaining unit representative per department per location, pursuant to Section A.1 above, will be granted a leave of absence for Union business for not less than two (2) days and not longer than twenty-nine (29) days. At the employee's discretion, such leave may instead be charged to accrued vacation time or compensatory time off. Requests for this short-term leave shall not be unreasonably denied.

6. One Day Leave

Upon fourteen (14) calendar days' advance notice to their supervisor, with a copy to the local labor relations office, no more than (1) designated local Union officer and/or local employee representative, per department, per location, who are employees shall be granted one (1) day of paid reimbursed leave for Union business, subject to the operational needs of the University. At the employee's discretion, such leave may instead be charged to accrued vacation time or compensatory time off. Permission for such leave shall not be granted for a period of less than one (1) day, and such permission shall not be granted to any individual officer or employee representative more than once per month.

7. Reduction in Time

The University will approve requests from employees for temporary reductions in time for up to three (3) calendar years for Union business. No more than one (1) employee, bargaining unit representative per department per location shall be granted a reduction in time to engage in Union business, pursuant to Section A.1 above. Requests for reduction in time will not be unreasonably denied.

8. Attendance at Local Union Meetings

Upon seven (7) calendar days advance written notice to their supervisor, local Union officers and local employee representatives included on the list provided to the University by the Union, as set forth in Section D.2 of Article 32 – Union Access and Rights, shall be granted time off without pay or, at the employee's option, such time would be charged to accrued vacation time or compensatory time off, to attend local Union meetings. Approval for such leave shall not be granted for a period to exceed four (4) hours and such approval shall not be granted to any individual employee more than once per month. The supervisor may grant additional time over four (4) hours on a case-by-case basis. The granting of such approval to local employee representatives and officers shall be subject to the operational needs of the University and may be granted to one (1) or more but not necessarily all such employees on the same shift in the same operational area. Such approval shall not be unreasonably denied.

B. RETURN FROM LEAVE

1. The University shall not be required to return an employee on a leave of absence for Union business prior to the return date specified at the start of the leave.

2. For leaves longer than sixty (60) days, at least thirty (30) calendar days prior to the completion of the long-term leave of absence, the Union shall notify the University of the employee's intent to return to University employment and the employee shall likewise so advise the University. For long-term leaves of sixty (60) days or less, at least fifteen (15) days' notice shall be required if the requested return date is other than the return date specified at the start of the leave.

3. Upon return, the employee shall be placed in the same position from which the employee took the leave of absence and at the rate of pay which would place the employee at the same relative position in the range for the position as that range exists when the employee returns. Placement of the employee in their previous position shall be consistent with staffing reductions and/or layoffs which may have occurred during the period of the paid reimbursed leave.

ARTICLE 14 - LEAVES OF ABSENCE

A. GENERAL LEAVE PROVISIONS

The University's policy is to administer requests by employees for time off from work fairly and to treat similarly situated employees consistently. Eligibility and leave entitlements vary under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and other legislated leave provisions. If applicable state or federal law requires the University to offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

In determining whether time off or a leave request should be granted and whether paid leave is appropriate, supervisors should, at a minimum, consider the reason for the request, any applicable provisions of this Agreement, and, if appropriate, the impact the absence will have on University operations. Employees are responsible for informing their supervisors in advance of the need to take time off if foreseeable, or as soon as possible under the circumstances, depending on the nature of the leave.

1. Definitions

   a. Designated person for purposes of FML: Any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave, and employees are limited to one designated person per calendar year for FML purposes.

   b. Designated person for purposes of sick leave and Victim Leave: A person identified by the employee at the time the employee requests the leave. Employees are limited to one designated person per calendar year for each purpose.

   c. Family and Medical Leaves (FML): Leaves that the University offers employees for specified family and medical reasons, consistent with the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or California's Pregnancy Disability Leave Law (PDLL).

   d. Family members: Except for purposes of FML, an employee's spouse, domestic partner, children regardless of age or dependency status (including children of the employee's domestic partner), parents, siblings, grandparents, and grandchildren. Step-relatives, in-laws, and relatives by adoption are included on the same basis as the above-listed blood relatives. "Parent" also includes a foster parent or legal guardian of an employee or the employee's spouse or domestic partner or a person who stood in place of a parent (*in loco parentis*) when the employee was a minor child. Likewise, "child" also includes a foster child, legal ward, or a child to whom the employee stands in place of a parent (*in loco parentis*). For sick leave and Victim Leave purposes, "family members" also include designated persons.

   e. Family members for purposes of FML: An employee's spouse, domestic partner, designated person, children regardless of age or dependency status (including children of the employee's domestic partner), parents, parents-in-law, grandparents, grandchildren, and siblings. (Section B.1 explains which statutory entitlement(s) would apply depending on the family member for whom an employee is taking FML and the type of leave being taken.) Step-relatives and relatives by virtue of adoption, foster

care, and legal ward/legal guardian relationships are included on the same basis as the above-listed blood relatives. "*In loco parentis*" relationships also qualify, which means that (a) "parent" includes a person who had day-to-day responsibilities to care for the employee or financially supported the employee when the employee was a child, and (b) "child" includes a person for whom the employee has day-to-day responsibilities to care for the child or financially supports the child. In-laws other than parents-in-law are not included unless the employee identifies the in-law as a designated person.

2. Substitution of Paid Leave

Unless expressly prohibited under the specific applicable leave(s) provisions in this Agreement, employees may elect to substitute accrued vacation or sick leave for leave without pay. CTO may not be substituted for FML unless expressly allowed under the specific FML provisions in this Article. In certain circumstances (specified in the applicable provision in this Article), employees may be required to exhaust paid leave before taking unpaid leave.

The substitution of paid leave for unpaid leave does not extend the total duration of the leave to which an employee is entitled.

For example, using five days of accrued sick leave during an FML absence does not extend the duration of the leave beyond the maximum entitlement by another five days.

3. Advance Notice Required

For leaves other than FML and sick leave, an employee must inform their supervisor as far in advance as possible of the need to take time off from work for any reason, including the expected length of the leave. If the need to take leave is unforeseen, an employee must inform their supervisor as soon as practicable. The employee may be required to provide evidence of the treatment, circumstance, or event that is the basis for the absence from work, consistent with the provisions applicable to the particular type of leave being taken.

Employees must comply with local campus procedures concerning notice requirements.

4. Evidence Supporting the Need for Leave

An employee requesting leave, whether paid or unpaid, should be prepared to provide written documentation supporting the need for leave (e.g., jury summons, subpoena) consistent with the applicable leave provision. Leaves for medical reasons may require written confirmation from a health care provider.

Employees must comply with local campus procedures concerning supporting documentation, including medical certification requirements.

5. Recertification and Periodic Reports

The University may require an employee who is on a leave of absence due to their own or a family member's medical condition to provide recertification of that condition. The University also may request periodic reports during an employee's leave regarding their status and intent to return to work.

6. Return to Work

An employee is expected to return to work no later than the next regularly scheduled workday after the expiration of an approved leave. If an extension is desired, the employee should request this orally or in writing from their supervisor in advance of the expected date of return.

An employee who unexpectedly cannot return to work on the next regularly scheduled workday following the expiration of the approved leave of absence must notify their supervisor as soon as practicable, but preferably no later than an hour before the employee's scheduled start time to explain the reason for the absence.

Failure to return to work after an approved leave of absence without supervisory approval for the extension of leave is considered an unauthorized absence. An employee who is returning from a leave for their own medical condition may be required to provide written verification of their ability to return to work, consistent with the applicable leave provision. Such verification must include any applicable work restrictions (and their expected duration), as identified by the employee's health care provider.

Leaves of absence, whether paid or unpaid, may not extend beyond a predetermined separation date.

7. Benefits Coverage During Leave

Generally, an employee granted a leave with pay will receive all benefits related to employment that are granted when an employee is on pay status. Special limitations or requirements that apply to certain types of leaves are addressed in the provisions specific to those leaves.

a. An employee on FML will continue to have coverage under the University's health plans (medical, dental, and vision) as if on pay status as follows:

   i. When the employee is taking FML that runs concurrently under the FMLA and the CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.

   ii. When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve (12) month period. For purposes of Military Caregiver Leave, the "single twelve (12) month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.

   iii. When the employee is on a Qualifying Exigency Leave under the FMLA and/or CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.

iv. When the employee is on a leave due to pregnancy, childbirth or related medical condition (PDL) under California's Pregnancy Disability Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve (12) month period. If any of the PDL runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

v. When the employee is taking FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave taken after the employee has exhausted their entitlement under the FMLA; CFRA leave taken to care for a family member, such as a sibling, who is not a qualifying family member under the FMLA): Continued coverage for up to twelve (12) workweeks in a calendar year.

vi. When the employee is taking FML under the FMLA that does not run concurrently under the CFRA (e.g., when the employee has exhausted their entitlement under the CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.

b. An employee on any other approved unpaid leave will receive health plan and retirement plan coverage in accordance with University of California Retirement Plan (UCRP) and University of California Group Insurance Regulations (GIR) provisions.

c. To continue health coverage during an approved leave of absence, an employee must continue to make any contributions that they made before taking leave. For any paid portion of the leave, employee contributions will continue to be deducted from the employee's paycheck. Failure of the employee to pay their share of the health insurance premium may result in loss of coverage.

8. Recording Leave Balances and Use of Paid and Unpaid Leave

The University will maintain a complete and accurate record of all leave balances provided to and used by eligible employees, including the employees' current available leave balance and accrual rate, if applicable.

a. Non-Exempt Employees: The University will record leave used by non-exempt employees to the nearest quarter hour.

b. Exempt Employees: The University will record leave used by exempt employees in full-day increments, depending on the length of the leave. Exempt employees on less than full-time status will have leave recorded in increments equal to that portion of a day they normally are scheduled to work. The foregoing does not apply when an employee is taking FML on an intermittent or reduced schedule basis.

9. Misuse of Leave

An employee misrepresenting the reason for requesting time off, or in applying for a leave of absence, may be subject to disciplinary action, up to and including termination from employment.

An employee on an unpaid leave of absence may not utilize vacation leave or sick leave on an intermittent basis for purposes of eligibility for holiday pay and employer-paid contributions towards benefits.

B. LEAVES RELATED TO LIFE EVENTS

This Section describes the variety of leaves offered to University employees to accommodate their need to take time away from work due to life events.

1. FML – General Provisions

   a. The following provisions apply to FML unless otherwise indicated in this Article.

      i. To be eligible for FML (other than PDL), an employee must have:

         a) been employed by the University for at least a total of twelve (12) months; and

         b) worked at least 1,250 hours in the twelve (12) months immediately preceding the start of the leave. This means time actually spent at work and does not include any paid time off, such as vacation, compensatory time, sick leave, or holidays not worked. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty are included for the purpose of calculating the 1,250 hours of actual work.

      ii. An eligible employee may take unpaid FML for up to twelve (12) workweeks in a calendar year, except for Military Caregiver Leave, which may be for up to twenty-six (26) workweeks in a single twelve (12) month period; PDL, which may be for up to four months per pregnancy; and situations where the employee's FML does not run concurrently under the FMLA and CFRA. Furloughs and University closures of one week or longer that occur during an employee's FML are not counted toward the employee's FML entitlement.

      iii. Any leave taken by an eligible employee that qualifies as FML will be designated as such and will be counted against the employee's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).

      iv. An employee who does not use their full entitlement of FML does not need to have worked 1,250 hours in the twelve (12) months immediately preceding any subsequent FML taken for the same qualifying reason in the same calendar year as the initial qualifying leave.

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

b. Advance Notice

An employee should inform their supervisor of the need for FML at least thirty (30) days in advance of the anticipated start date of the leave if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee should give notice to their supervisor as soon as practicable. Failure to comply with this notice requirement may result in postponement of leave.

The employee should also provide notice to their supervisor as soon as practicable if the period(s) for which the employee needs FML change.

c. Documentation and Certification

The University may require that the employee provide a complete and sufficient certification from a health care provider if the employee is requesting FML:

i. due to the employee's own serious health condition,

ii. due to the employee's pregnancy disability,

iii. to care for a family member with a serious health condition, or

iv. as Military Caregiver Leave. If the employee is taking Qualifying Exigency Leave, the University may require that the employee provide the certification pertaining to that form of FML. The University will provide the appropriate certification form to the employee based on the type of FML the employee is requesting.

If the employee is seeking to take FML to care for a family member with a serious health condition or as Parental Bonding Leave, the University may require that the employee provide a Declaration of Family Relationship for FML.

d. Substitution of Paid Leave Benefits for Unpaid FML

Employees may elect to use Pay for Family Care and Bonding (PFCB) if they meet the criteria set forth in Section B.2. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute available vacation, sick leave, PTO (if applicable), and/or compensatory time off for leave without pay in accordance with the provisions in this Article governing each type of FML. If an employee wishes to take unpaid FML and the employee's vacation accrual balance (or PTO balance, if applicable) is at the maximum, the employee will be required to use at least ten percent (10%) of accrued vacation leave or PTO before taking unpaid FML. The foregoing requirement does not apply if the employee elects to take unpaid PDL instead of using accrued vacation.

If an exempt employee is taking FML on an intermittent or reduced schedule basis and elects to substitute available vacation, sick leave, PTO (if applicable), and/or compensatory time off, the deductions from the employee's leave balances will be made in increments that correspond to the amount of leave actually taken by the employee (which could be weeks, days, hours and/or partial hours), rather than full-day increments only as stated in Section A.8.

The substitution of paid leave for FML does not extend the total duration of the leave to which an employee is entitled.

e. Reinstatement

Reinstatement will be to the same position or, at the Department's discretion, to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided that the employee returns to work immediately following the FML. If the employee would have been laid off or terminated if the employee had actually been working during the leave period, the employee will be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 12 – Layoff and Reduction in Time.

For reinstatement immediately following a PDL, see Section B.3.c.

f. Supplemental FML

A regular status employee who has exhausted all FML is eligible for Supplemental FML for any FML-qualifying reason other than parental bonding for up to an additional twelve (12) workweeks or until the end of the calendar year, whichever is less, if the need for a FML that is in progress continues beyond twelve (12) workweeks.

However, the aggregate absence from work for PDL, other FML, and Supplemental FML may not exceed seven (7) months during the calendar year, except as may be required by Section D.1.g.i or by law.

Supplemental FML may not be used for parental bonding, but Childcaring Leave may be available for this purpose in accordance with Section D.1.g.

For employees on Supplemental FML, health plan coverage (medical, dental, and vision) will continue in accordance with each plan's requirements.

If the preceding FML is due to the employee's own pregnancy disability or other serious health condition, an employee may elect to substitute available vacation, sick leave, PTO (if applicable), and/or compensatory time off for leave without pay during Supplemental FML.

If the preceding FML is to care for a family member with a serious health condition or Military Caregiver Leave as provided for under applicable provisions of this Article, an employee may elect to substitute accrued vacation and up to thirty (30) days of sick leave in a calendar year during Supplemental FML (but only to the extent that the thirty (30) day allotment was not used during the preceding FML).

Reinstatement will be to the same or, at the Department's discretion, a similar position in the same department provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee actually been working during the leave period, the employee will be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 12 – Layoff and Reduction in Time.

g. Childcaring Leave

The University shall grant an employee's request for a total of up to six (6) months of Childcaring Leave immediately following the birth of the child when the employee is a birth parent. This is subject to the twelve (12) month limit on total leave that birth parents may use for the purposes of bearing and caring for a newborn child as specified in Section D.1.g.i.

The University shall grant a request for a total of up to six (6) months of Childcaring Leave for all other employees who become new parents, including those who become biological parents, adoptive parents, foster parent, or step-parents, or who become legal guardians for a child or assume *in loco parentis* responsibility for a child.

The employee shall conclude Childcaring Leave within one (1) year of the birth or placement of the child. If the employee is eligible for Parental Bonding Leave under FMLA and/or CFRA, Childcaring Leave will run concurrently with Parental Bonding Leave and will be deducted from the appropriate leave bank.

An employee 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 employee. 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.

i. <u>Combined Leaves for Birth Parents</u>

An employee who is disabled because of pregnancy, childbirth, or related medical conditions and who delivers a child may combine available vacation, sick leave, PTO (if applicable), compensatory time off, Pregnancy Disability Leave, Parental Bonding Leave, Childcaring Leave, Supplemental FML, and any other paid or unpaid time off for the purposes of bearing and caring for a newborn child. Such an employee's entitlement for a total absence from work shall not exceed twelve (12) months or as may otherwise be required by law, as necessary and as provided in this Article.

When an employee takes four months of Pregnancy Disability Leave, the employee may be eligible under Section B.1.f for Supplemental FML for up to an additional twelve (12) workweeks or until the end of the calendar year, whichever is less, for a total of up to approximately seven (7) months of leave due to disability because of pregnancy, childbirth, or related medical conditions. In addition to the combined Pregnancy Disability Leave/Supplemental FML, the employee is eligible to use Childcaring Leave upon request until the employee's total absence from work reaches the twelve (12) month maximum specified in the paragraph above.

ii. Continuation of Health Benefits

See Section A.7, above.

iii. Return to Work

When an employee returns to work immediately following Parental Bonding Leave under FMLA and/or CFRA, the employee will be reinstated in accordance with Section B.1.e.

If the employee has been on Childcaring Leave beyond the employee's entitlement under FMLA/CFRA, reinstatement will be to the same or, at the Department's discretion, a similar position in the same department provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee actually been working during the leave period, the employee will be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 12 – Layoff and Reduction in Time.

2. Pay for Family Care and Bonding (PFCB)

a. General

In order to support employees' need to take leave to care for their family members, the University offers eligible employees PFCB, which is an income replacement option for up to eight (8) workweeks per calendar year.

To be eligible for PFCB, an employee must be on an approved block Family and Medical Leave 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.

Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding (Section B.4), to care for a family member other than a designated person with a serious health condition (Section B.6), for Military Caregiver Leave (Section B.7), or for Qualifying Exigency Leave (Section B.8). Section B.1 outlines the eligibility requirements for Family and Medical Leaves. PFCB is not an option available during any other type of leave, including Supplemental Family and Medical Leave (Section B.1.f).

If an employee elects to use PFCB for a particular qualifying FML block leave rather than using paid leave balances 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.

b. PFCB Calculation

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

i. 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, administrative stipends, 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, including "by agreement" payments and any other additional cash compensation received that is more than one hundred percent (100%) of the base salary of the full-time equivalent of the employee's regular appointment. If an employee is being paid only with "by agreement" payments, and the employee meets all other PFCB eligibility criteria, those earnings are considered eligible earnings.

ii. 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.

iii. 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 (3) calendar months (for an employee paid on a monthly basis) or six (6) pay periods (for an employee paid on a biweekly basis) immediately prior to the period in which the leave begins, excluding periods with furlough or approved leave without pay. This average is calculated as follows:

a) For an employee paid on a biweekly basis, the sum of hours paid in the six (6) pay periods immediately prior to the period in which the leave begins is divided by twelve (12) to determine the average hours worked per week. The average hours worked per week is the number of hours per week the employee is to be paid while receiving PFCB.

b) For an employee paid on a monthly basis, the sum of the time paid in the three (3) calendar months immediately prior to the period in which the leave begins is divided by three (3) to determine the average time worked per month. The average time worked per month is the time per month the employee is to be paid while receiving PFCB.

c) If the consecutive three (3) months or six (6) biweekly 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 (1) year prior to the beginning of the leave, using the most recent applicable pay periods.

c. Pay and Benefit Considerations

i. Taxability and Deductions

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

ii. Vacation and Sick Leave

An employee earns their normal vacation and sick leave while they are receiving PFCB.

iii. Employment Service Credit

Employment service credit is used to determine years of qualifying service for an employee's vacation accrual rate and for eligibility for service awards. Employees accrue one (1) month of employment service credit for each month in which they are on pay status at least fifty percent (50%) time. An employee's normal employment service credit is earned while they are receiving PFCB.

iv. Retirement Service Credit

Retirement service credit (i.e., service earned as a UCRP member or UC Defined Contribution Savings Choice participant) is earned based upon an employee's covered compensation and their full time equivalent compensation from a UCRP-eligible appointment. While receiving PFCB, an employee will continue to make required contributions to retirement plans. An employee's normal retirement service credit is earned while they are receiving PFCB.

v. 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.

3. Leave Due to Pregnancy, Childbirth or Related Medical Condition (PDL)

An employee who is disabled because of pregnancy, childbirth, or related medical conditions may take an unpaid PDL for the period of actual disability of up to four (4) months. PDL may also be used for prenatal care.

An employee may elect to substitute available vacation, sick leave, PTO (if applicable), and/or compensatory time off for leave without pay, subject to Section B.1.d.

If an employee on an approved PDL is eligible for FML, up to twelve (12) workweeks of PDL will run concurrently with the employee's FML entitlement under federal law. Upon concluding a PDL, an employee may be eligible for up to twelve (12) workweeks of FML under the CFRA for any covered reason except pregnancy, childbirth or related medical conditions.

a. Reduced Schedule or Intermittent Leave

When medically necessary, an employee may take PDL on an intermittent or reduced schedule basis. The University may require an employee who is taking such leave on an intermittent or reduced schedule basis to temporarily transfer to an alternative position if the alternative position better accommodates the required work schedule than the employee's own position. Such a temporary transfer will not be counted toward an employee's entitlement to up to four (4) months of PDL. At the conclusion of the PDL (or earlier, at the University's option), the employee will be returned to their original position in accordance with Section B.3.c.

b. Reasonable Accommodation of Pregnancy, Childbirth, and Related Medical Conditions

Consistent with applicable law, the University provides reasonable accommodation related to pregnancy, childbirth, and related medical conditions. This includes lactation. As an alternative to or in addition to PDL, when requested by an employee, the University may provide (1) reasonable accommodation related to pregnancy, childbirth, or related medical conditions, which could include modifying the employee's job duties, and/or (2) a temporary transfer to a less strenuous or hazardous position. The University will grant such requests consistent with applicable law and if the request can be reasonably accommodated.

If the reasonable accommodation, modification of job duties, or temporary transfer does not involve a reduction in hours worked, it will not be counted toward an employee's entitlement to up to four (4) months of PDL. At the conclusion of the PDL (or earlier upon the employee's request if that request is consistent with the advice of the employee's health care provider), the employee will be returned to their original position and/or duties in accordance with Section B.3.c.

c. Reinstatement

Reinstatement will be to the same position the employee had prior to the PDL, provided that the employee returns to work within four (4) months and immediately following the PDL. If the employee would have been laid off or terminated if the employee had actually been working during the leave period, reinstatement will be to a comparable position at the same location. If a comparable position at the same location is not available, the employee will be afforded the same considerations afforded other employees who are laid off or terminated pursuant to Article 12 – Layoff and Reduction in Time.

d. Lactation

In addition to Pregnancy Disability Leave, an employee is eligible for lactation breaks in accordance with University Policy.

Lactation is also considered a pregnancy-related medical condition.

4. Parental Bonding Leave

An eligible employee is entitled to FML to bond with their child after the child's birth or placement with the employee for adoption or foster care, and to attend to matters related to the birth, adoption, or placement of the child. Leave granted for such bonding purposes must be concluded within twelve (12) months following the child's birth or placement with the employee. This leave shall run concurrently with Childcaring Leave taken under Section B.1.g.

a. Reduced Schedule or Intermittent Leave

i. The basic minimum duration of any Parental Bonding Leave is two (2) weeks. However, the University will grant an employee's request for a Parental Bonding Leave of less than two (2) weeks' duration on any two (2) occasions.

ii. Otherwise, the employee may only take Parental Bonding leave for a period of less than two (2) weeks or intermittently or on a reduced schedule at the discretion of the employee's supervisor and then only according to an agreed schedule. Supervisors must assess any such request in conjunction with existing University needs.

iii. In addition to the block leave option described Section B.4.a.i, employees who have exhausted their FMLA leave entitlement and wish to take parental leave on a part-time basis may do so with approval of their supervisors provided that exempt employees who elect to take parental leave in less than full day increments select one of the following options:

a) For those exempt employees who have paid leave balances available: Use their leave bank balances to supplement the unpaid portion of their leaves so that they receive one hundred percent (100%) of their regular pay; or

b) For those exempt employees who have no available paid leave or do not wish to use their paid leave balances: Have their appointments temporarily reduced for the duration of their parental leave. Appointments will be restored at the end of the reduced appointment period or when those employees elect to use the first option for the remainder of the parental leave.

b. Substitution of Paid Leave Benefits for Parental Bonding Leave

Employees may elect to use PFCB if they meet the criteria set forth in Section B.2. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute accrued vacation, PTO (if applicable), compensatory time off, and/or up to thirty (30) days of available sick leave for any unpaid Parental Bonding Leave. If an employee wishes to take unpaid Parental Bonding Leave and the employee's vacation accrual balance (or PTO balance, if applicable) is at the maximum, the employee will be required to use at least ten percent (10%) of accrued vacation or PTO before taking unpaid FML/Parental Bonding Leave. For additional information on the substitution of paid leave benefits for unpaid FML, refer to Section B.1.d.

5. FML – Due to an Employee's Own Serious Health Condition

Eligible employees are entitled to FML when they are unable to work at all or unable to perform one or more of the essential functions of their job due to their own serious health condition.

a. Definition of Serious Health Condition

i. For these purposes, a serious health condition means an illness, injury (including, but not limited to, an on-the-job injury), 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: A stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an inpatient when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

b) Incapacity: 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: Ongoing medical treatment or supervision by a health care provider.

ii. A serious health condition involves one or more of the following:

a) Inpatient Care: As defined above.

b) Absence Plus Treatment: A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves

i) treatment two (2) or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

ii) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider (e.g., a course of prescription medication, or therapy requiring special equipment, to resolve or alleviate the health condition). This does not include taking over-the-counter medications or activities that can be initiated without a visit to a health care provider (e.g., bed rest, exercise, drinking fluids).

c) Pregnancy (which is covered as a serious health condition under FMLA but not under CFRA): A period of incapacity due to pregnancy, childbirth, or related medical conditions. This includes severe morning sickness and prenatal care.

d) Chronic Conditions Requiring Treatment: A chronic condition that: (a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

e) Permanent/Long-Term Conditions Requiring Supervision: A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. The person must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of disease.

f) Multiple Treatment (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

b. Reduced Schedule or Intermittent Leave

When medically necessary for the employee's own serious health condition, an employee may take FML intermittently or on a reduced schedule basis. If the employee's need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the employee should consult with their supervisor and make a reasonable effort to schedule the treatment so as to minimize the disruption to the University's operations. In addition, if the need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the University may require the employee to transfer temporarily (during the period when intermittent or reduced schedule leave is required) to an alternative position for which the employee is qualified and that better accommodates recurring periods of leave than the employee's regular position.

c. Substitution of Paid Leave Benefits for FML Due to an Employee's Own Serious Health Condition

An employee may elect to substitute available vacation, sick leave, PTO (if applicable), and/or compensatory time off for leave without pay. Supplemental and/or extended sick leave may be used if the employee is receiving temporary disability payments under the Workers' Compensation Act, subject to Article 38 – Work-Incurred Injury and Illness.

6. FML – To Care for a Family Member with a Serious Health Condition

   a. An eligible employee is entitled to FML when the employee's assistance is required to care for a spouse, domestic partner, designated person, child, parent, parent-in-law, grandparent, grandchild, or sibling with a serious health condition as defined in Section B.5.a (Leave Related to an Employee's Own Serious Health Condition), as follows:

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

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

   b. The definition of "Family members for purposes of FML" in Section A.1 of this Article provides additional information about these relationships.

   c. The employee may be required to provide written confirmation of a family relationship for leaves requested for the purpose of caring for a family member with a serious health condition.

   d. Reduced Schedule or Intermittent Leave

      When medically necessary to care for a family member with a serious health condition, an employee may take FML intermittently or on a reduced schedule basis. If the employee's need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the employee should consult with their supervisor and make a reasonable effort to schedule the treatment so as to minimize the disruption to the University's operations. In addition, if the need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the University may require the employee to transfer temporarily (during the period when intermittent or reduced schedule leave is required) to an alternative position for which the employee is qualified and that better accommodates recurring periods of leave than the employee's regular position.

   e. Substitution of Paid Leave Benefits for FML to Care for a Family Member with a Serious Health Condition

      Employees may elect to use PFCB if they meet the criteria set forth in Section B.2. Employees may not use PFCB when taking FML to care for a designated person with a serious health condition. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute accrued vacation, PTO (if applicable), compensatory time off, and/or up to twelve (12) workweeks of available sick leave for unpaid leave to care for a family member with a serious health condition. If an employee wishes to take unpaid leave to care for a family member with a serious health condition and the employee's vacation accrual balance (or PTO balance, if

applicable) is at the maximum, the employee will be required to use at least ten percent (10%) of accrued vacation or PTO prior to taking unpaid FML. For additional information on the substitution of paid leave benefits for unpaid FML, refer to Section B.1.d.

7. FML – Military Caregiver Leave

An eligible employee may take Military Caregiver Leave to care for a spouse, domestic partner, child, parent, or next of kin who is a covered servicemember undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

a. Definitions Specific to Military Caregiver Leave

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

ii. Covered veteran: An individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FML to care for the covered veteran.

iii. Next of kin is either:

a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, child) or

b) the person who the covered servicemember has designated in writing as their nearest blood relative for purposes of Military Caregiver Leave.

iv. Outpatient status: The status of a servicemember assigned to a military medical treatment facility as an outpatient, or assigned to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

v. Parent of a covered servicemember: A covered servicemember's biological, adopted, step or foster parent or any other individual who stood *in loco parentis* to the covered servicemember when the covered servicemember was a child. The definition does not include parents-in-law.

vi. Serious injury or illness of a covered servicemember is:

a) for a current member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred or aggravated by the covered servicemember in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of their office, grade, rank, or rating; and

b) for a veteran of the Armed Forces, an injury or illness that was incurred or aggravated in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran.

vii. Single 12-month leave period: The period beginning on the first day the employee takes leave to care for the covered servicemember and ending twelve (12) months after that date.

viii. Child of a covered servicemember: A child of any age and is a biological, adopted, or foster child, stepchild, or legal ward of a covered servicemember or someone for whom the covered servicemember stood *in loco parentis* when that person was a child.

b. Leave Entitlement

An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single twelve (12) month leave period. For purposes of this type of FML only, a single twelve (12) month leave period is the period beginning the first day an employee takes leave to care for the covered servicemember and ends twelve (12) months after that date.

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

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

c. Reduced Schedule or Intermittent Leave

This leave may be taken intermittently or on a reduced schedule basis. If the employee's need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the employee should consult with their supervisor and make a reasonable effort to schedule the treatment so as to minimize the disruption to the University's operations. In addition, if the need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the University may require the employee to transfer temporarily (during the period when intermittent or reduced schedule leave is required) to an alternative position for which the employee is qualified and that better accommodates recurring periods of leave than the employee's regular position.

d. Documentation and Certification

Employees may be required to provide a certification completed by an authorized health care provider of the covered servicemember that provides information necessary to establish entitlement to Military Caregiver Leave. In addition, employees may be required to provide certain information (or have the covered servicemember provide information) establishing that the servicemember is a covered servicemember

for purposes of Military Caregiver Leave, their relationship with the employee, and an estimate of the leave needed to provide the care.

e. Substitution of Paid Leave Benefits for Military Caregiver Leave

Employees may elect to use PFCB if they meet the criteria set forth in Section B.2. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute accrued vacation, PTO (if applicable), compensatory time off, and/or up to twelve (12) workweeks of available sick leave for unpaid Military Caregiver Leave. If an employee wishes to take unpaid Military Caregiver Leave and the employee's vacation accrual balance (or PTO balance, if applicable) is at the maximum, the employee will be required to use at least ten percent (10%) of accrued vacation or PTO prior to taking unpaid Military Caregiver Leave. For additional information on the substitution of paid leave benefits for unpaid FML, refer to Section B.1.d.

8. FML – Qualifying Exigency Leave

An eligible employee may take Qualifying Exigency Leave to attend to any qualifying exigency (as defined below) when their spouse, domestic partner, child parent, or parent-in-law is a military member who is on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty).

a. Definitions Specific to Qualifying Exigency Leave

i. Covered active duty or call to covered active duty status: Defined as (1) in the case of a member of the regular Armed Forces, duty during the deployment to a foreign country or (2) 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, during a war, or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

ii. Qualifying exigency: 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 a military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment.

b) Military events and activities, including official ceremonies.

c) Child care and school activities for a child of the military member who is either under the age of 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 active duty or call to active duty status and for the ninety (90) days after the termination of the military member's active duty status.

e) Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for a 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 a 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 active duty and to address issues that arise from the death of a military member while on active duty status.

h) Parental care for the parent or parent-in-law of the military member when the parent or parent-in-law is incapable of self-care; and

i) Additional activities related to the military member's active duty or call to active duty status when the University and the employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

b. Reduced Schedule or Intermittent Leave

Qualifying Exigency Leave may be taken on an intermittent or reduced schedule basis.

c. Documentation and Certification

Employees may be required to provide a copy of the military member's active duty orders. Employees may also be required to provide certification of:

i. the reasons for requesting Qualified Exigency Leave,

ii. the beginning and end dates of the qualifying exigency, and

iii. other relevant information.

d. Substitution of Paid Leave Benefits for Qualifying Exigency Leave

Employees may elect to use PFCB if they meet the criteria set forth in Section B.2. For any portion of the leave during which employees are not receiving PFCB, they may elect to substitute accrued vacation, PTO (if applicable), and/or compensatory time off for unpaid Qualifying Exigency Leave. If an employee wishes to take unpaid Qualifying Exigency Leave and the employee's vacation accrual balance (or PTO balance, if applicable) is at the maximum, the employee will be required to use at least ten percent (10%) of accrued vacation or PTO prior to taking unpaid Qualifying Exigency Leave. For additional information on the substitution of paid leave benefits for unpaid FML, refer to Section B.1.d.

e. Notice

The employee will provide notice of the need for leave as soon as practicable, pursuant to Section A.3 of this Article.

9. Military Spouse/Domestic Partner Leave

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

a. Definitions Specific to Military Spouse/Domestic Partner Leave

i. Period of military conflict: A period of war declared by the United States Congress, or 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.

ii. Qualified member is a person who is:

a) a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States,

b) a member of the National Guard who has been deployed during a period of military conflict, or

c) a member of the Reserves who has been deployed during a period of military conflict.

b. Eligibility

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

i. Be a spouse or domestic partner of a qualified member,

ii. Perform services for the University for an average of twenty (20) or more hours per week,

iii. Provide the University with notice of the employee's intention to take the leave within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, and

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

c. Substitution of Paid Leave

An employee may elect to substitute accrued vacation, PTO (if applicable), and/or compensatory time off for unpaid Military Spouse/Domestic Partner Leave. If an employee wishes to take unpaid Military Spouse/Domestic Partner Leave and the employee's vacation accrual balance (or PTO balance, if applicable) is at the maximum, the employee will be required to use at least ten percent (10%) of accrued vacation or PTO prior to taking unpaid Military Spouse/Domestic Partner leave.

10. Reproductive Loss Leave

a. An eligible employee may take up to five (5) days of Reproductive Loss Leave following a reproductive loss by the employee, by the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent of a child had the reproductive loss not occurred. "Reproductive loss" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

b. To be eligible for Reproductive Loss Leave, an employee must have been employed by the University for at least thirty (30) days prior to the commencement of the leave. An employee must complete the Reproductive Loss Leave within three (3) months of the reproductive loss, but if the employee is using FML (or any other leave entitlement under state or federal law) immediately prior to or immediately following the reproductive loss, then the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

c. If an eligible employee experiences more than one reproductive loss, the employee may take up to a total of twenty (20) days of Reproductive Loss Leave within a calendar year (up to five (5) days for each reproductive loss). Reproductive Loss Leave may be taken on consecutive or nonconsecutive days.

d. Reproductive Loss Leave is unpaid, but employees may elect to substitute available vacation, sick leave, PTO (if applicable), and/or compensatory time off for leave without pay.

e. The University will maintain the confidentiality of any employee requesting Reproductive Loss Leave and will not disclose such information except to internal personnel or counsel, as necessary, or as required by law.

11. Bereavement Leave

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

a. Death of a Family Member

In the event of the death of an employee's family member, the employee may take up to a total of ten (10) days of bereavement leave per occurrence. Employees may take this leave unpaid or use any available sick leave, vacation, PTO (if applicable), and/or CTO during this leave.

b. Death of a Household Member

In the event of the death of a person residing in the employee's home who is not a family member, the employee may take up to a total of ten (10) days of available sick leave per occurrence as bereavement leave.

c. Death of Any Other Person

In the event of the death of any individuals who are not an employee's family or household members, the employee may take up to a total of five (5) days of available sick leave as bereavement leave in a calendar year.

d. Additional Leave

If an employee requires more than the time allowed for bereavement leave, they may request an unpaid personal leave of absence or may use any accrued vacation, PTO (if applicable), and/or compensatory time off, if available.

e. Bereavement leave may be taken on consecutive or nonconsecutive days.

12. Personal Leave

A career employee may be granted unpaid leave for personal reasons in accordance with local guidelines. Reinstatement will be to the same or, at the Department's discretion, a similar position in the same department provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee had actually been working during the leave period, the employee will be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 12 – Layoff and Reduction in Time.

C. MILITARY AND OTHER SERVICE-RELATED LEAVES

This Section describes a number of military and other service-related leaves available to University employees to accommodate their need to be away from work to perform certain military service, public service, and civic duties.

Administrative leave status will not be required for exempt employees for absences of less than one (1) full day or less than the portion of a day during which an employee on less than full-time pay status is normally scheduled to work when the absence occurs because of activities covered by this Section.

1. Military Leave

a. Military leave is granted for:

i. Reserve training leave for inactive duty, such as weekly or monthly meetings or weekend drills.

ii. Temporary military leave, when ordered to active duty, for training for a period not to exceed 180 calendar days, including time spent traveling to and from such duty.

iii. Extended military leave, when an employee enlists or is ordered into active-duty service of any length or active-duty training in excess of 180 days, or when an employee is ordered into active federal military duty as a member of the National Guard or Naval Militia. Such leave will be granted for a period not to exceed five (5) years. In addition, leave will be granted for a period up to six (6) months from the date of release from duty.

iv. Emergency National Guard leave, when an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but will be granted extended military leave.

v. Civil Air Patrol leave, when an employee who as a volunteer member of the Civil Air Patrol is directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Provided that an employee has been employed by the University for the ninety (90) days immediately preceding the commencement of leave, such leave will be granted for a period not to exceed ten (10) days per year.

vi. Physical examination leave, when an employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency.

b. Notice Required

An employee is to provide advance verbal or written notice of the need for military leave except when such notice is precluded by military necessity, impossibility, or reasonableness. Employees also are expected to provide their supervisors with as much advance notice as possible of their anticipated date of release from duty and return to work.

c. Pay During Military Leave

i. An employee granted reserve training leave, temporary military leave for active-duty training, or extended military leave is entitled to receive the employee's regular University pay for the first thirty (30) calendar days of such leave in any one fiscal year, provided that:

a) The employee has completed twelve (12) months of University service immediately prior to the granting of the leave (all prior full-time military service will be included in calculating this University service requirement); and

b) The aggregate of payments for reserve training leave, temporary military leave, extended military leave, and military leave for physical examination does not exceed thirty (30) calendar days' pay in any one fiscal year.

ii. An employee granted physical examination leave is entitled to receive the employee's regular University pay provided that:

a) The physical examination is a pre-induction or pre-enlistment physical examination required to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency; and

b) The aggregate of payments for temporary military leave, extended military leave, and military leave for physical examination do not exceed thirty (30) calendar days' pay in any one fiscal year.

iii. Time off for other physical examinations in connection with military service may be charged to available sick leave, vacation leave, and/or compensatory time off, or will be unpaid.

iv. An employee granted military leave for emergency National Guard duty is entitled to receive the employee's regular University pay for a period of up to thirty (30) calendar days. An employee is eligible for pay regardless of the length of their 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.

v. An employee serving on active duty in a military campaign in connection with the national state of emergency declared in the aftermath of the September 11, 2001 attacks may be eligible for certain benefits under the University of California Policy on Supplement to Military Pay. The policy is available at: https://policy.ucop.edu/doc/4000423/MilitaryPay.

vi. An employee who is not eligible for military leave with pay may elect to substitute accrued vacation, PTO (if applicable), and/or compensatory time off. Otherwise, the military leave will be unpaid.

d. Reinstatement

Following release from military service, an employee will have such right to return, and only such right, as may be required by state or federal law in effect at the time the employee applies for reinstatement.

e. Effect on Benefits

An employee granted military leave with pay will receive all benefits related to employment that are granted when an employee is on pay status.

An employee granted military leave without pay will receive:

i. retirement benefits and service credit in accord with the provisions of the applicable retirement system;

ii. health plan coverage at the employee's request and expense for a limited period of time as described in the University GIRs;

iii. other length-of-service credits related to employment that would have been granted had the employee not been absent, provided that the employee returns at

the conclusion of the leave in accordance with applicable federal and state law; and

iv. vacation and sick leave balances and holiday pay only in accordance with this Agreement.

2. Voluntary Civil Service Leave

a. An employee who performs emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel generally may take unpaid time off to perform emergency duty. An employee who performs emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may take up to a total of fourteen (14) days of unpaid leave per calendar year to engage in fire, law enforcement, or emergency rescue training.

b. An employee who is a volunteer member of the California Wing of the Civil Air Patrol who is directed and authorized to respond to an emergency operational mission may take unpaid leave to perform such emergency duty, provided that the employee has been employed by the University for at least ninety (90) days immediately preceding the commencement of leave. Such leave will be granted for a period not to exceed ten (10) days per calendar year.

c. Employees may elect to substitute accrued vacation, PTO (if applicable), and/or compensatory time off for leave without pay.

d. Employees may be required to provide documentation of participation in emergency duties or training.

3. Voting Leave

A non-exempt employee may take up to two (2) hours of paid leave at the beginning or end of a workday to vote in local, state, or national general elections or primaries and any additional time off that is taken for this purpose is without pay. To be eligible, an employee must be scheduled to work at least eight (8) hours that day and not have enough time to vote outside of the employee's normal working hours. Voting leave is not considered time worked for purposes of computing overtime pay for non-exempt employees. Employees who know or have reason to believe that time off to vote will be necessary must inform their supervisors as soon as possible and no later than two (2) working days before Election Day.

4. Jury Duty

An employee shall be eligible for a paid jury duty leave. The employee shall provide the University with a copy of the summons to serve on jury duty prior to the date(s) on which such service is expected.

5. Witness Duty

An employee summoned to appear as a witness in any administrative or judicial proceeding should provide a copy of the subpoena or other court order to their supervisor upon receipt. Employees are required to report back to work as soon as possible after they are released from witness duty, unless there are less than two (2) hours remaining in their scheduled workday, in which case they should report to work on their next scheduled workday. If an employee does not return to work in a timely manner the University may record the missed hours as an unexcused absence.

a. Proceedings Involving the University

Required attendance at administrative or legal proceedings involving the University, including service as a paid expert witness on behalf of the University, is considered time worked.

b. Proceedings Not Involving the University

An exempt career employee will be granted administrative leave with pay if subpoenaed to be a witness in an administrative or legal proceeding not involving the University. Pay during witness duty will not exceed the pay for the employee's normal workday and the employee's normal workweek.

A non-exempt career employee will be granted administrative leave with pay for actual time spent on witness duty and in related travel if subpoenaed to be a witness in an administrative or legal proceeding not involving the University. Pay during witness duty will not exceed the pay for the employee's normal workday and the employee's normal workweek.

c. Exceptions

i. An employee will not receive paid witness leave to attend a trial in which the employee:

a) Is a plaintiff.

b) Is a defendant (unless the proceeding involves the University).

c) Voluntarily appears as a witness.

d) Is testifying for a fee as an expert witness in a proceeding that does not involve the University.

ii. In the above circumstances, an employee must use accrued vacation leave (or PTO, if applicable) or take leave without pay. If the employee is summoned by subpoena or other court order to appear as a witness in these circumstances, the employee may also use available sick leave.

6. Service as an Election Official

An employee may take unpaid leave to serve as an election officer. The employee may use accrued vacation, PTO (if applicable) and/or compensatory time off for this purpose.

D. ADMINISTRATIVE LEAVE

This Section describes a variety of administrative leaves that may be granted to eligible University employees.

Administrative leave will not be required for exempt employees for absences of less than one (1) full day or less than the portion of a day during which an employee on less than full-time pay status is normally scheduled to work when the absence occurs because of activities covered by this Section.

1. Administrative Leave for Emergencies

a. The Chancellor may grant administrative leaves with pay for a specified duration due to natural or other emergencies, or an employee may request unpaid leave for that purpose. To be eligible, an employee must be scheduled to work and is not on paid or unpaid leave on the day(s) of the emergency, and the employee must coordinate leave requests with their supervisor and the coordinator at the location handling emergency response requests and issues.

b. An employee with special skills (e.g., medical personnel, scientific and technical personnel, environmental health and safety personnel) who is a member of a University-sponsored response team organized on a University-wide or local basis to assist with relief efforts associated with a state-declared or federally-declared disaster may be granted administrative leave with pay for the duration of the assignment. To be eligible for this type of leave under these circumstances, the employee must be scheduled to work and not on paid or unpaid leave on the day(s) when they are providing this assistance.

c. An employee who wishes to participate in emergency response efforts with agencies that have requested assistance (e.g., FEMA, the Red Cross) may be granted administrative leave with pay for a period of time determined in accordance with local procedures, depending upon the particular circumstances of the emergency.

d. To be eligible for this type of leave under these circumstances, the employee must be scheduled to work and not on paid or unpaid leave on the day(s) when they are participating in the emergency response efforts.

2. Leave for Blood Donation

A non-exempt employee is eligible for an administrative leave with pay for up to two (2) hours to donate blood. Time taken to donate blood is not considered time worked for purposes of computing overtime pay for non-exempt employees.

3. Leave for Bone Marrow or Organ Donation

   a. An employee who wishes to donate bone marrow to another person may use up to five (5) calendar days of available vacation, sick leave, PTO (if applicable), compensatory time off, and/or leave without pay during a calendar year.

   b. An employee who wishes to donate an organ for transplant may use up to 30 (thirty) calendar days of available vacation, sick leave, PTO (if applicable), compensatory time off, and/or leave without pay during a calendar year.

   c. An employee may be required to submit medical documentation supporting the request for leave and/or return to work.

   d. Additional leave may be available to an employee donating bone marrow or an organ under FML if the employee's condition qualifies as a serious health condition under the circumstances.

4. Leave for University Functions

   A non-exempt employee may be granted administrative leave with pay to attend University meetings or functions during regularly scheduled hours of work as designated by the Chancellor.

E. OTHER LEAVES

This Section describes additional leaves that are offered to University employees to accommodate other circumstances for which they may need to take time away from work for personal reasons, in accordance with local procedures.

1. School Suspension Leave

   An employee who is the parent or guardian of a child who has been suspended from school may take time off to appear at the school in connection with that suspension. The employee must provide reasonable notice and may elect to use accrued vacation, PTO (if applicable), compensatory time off, and/or unpaid leave for this purpose.

2. School Activities Leave

   a. An employee who is the parent, stepparent, foster parent, guardian, grandparent, or person who stands *in loco parentis* to a child in grades Kindergarten through 12, or a child attending a licensed child care provider, may take off up to fourty (40) hours per calendar year to:

      i. find a school or licensed child care provider for their child;

      ii. enroll or reenroll their child in a school or with a licensed child care provider;

      iii. participate in activities of the school or licensed child care provider; or

      iv. address a child care provider or school emergency.

   b. Employees may not take more than eight (8) hours of school activities leave in any calendar month unless an employee is using the leave to address a child care provider

or school emergency. The employee must provide reasonable notice and may elect to substitute accrued vacation, PTO (if applicable), and/or compensatory time off for this purpose.

c. At the supervisor's discretion, the employee may be required to provide documentation from the school or licensed child care provider as proof that the employee participated in the activity on a specific date and at a particular time.

3. Victims of Qualifying Acts of Violence

a. This Section describes leave and reasonable accommodation that may be available to an employee who is a victim of a qualifying act of violence or who has a family member who is a victim of a qualifying act of violence. For purposes of sick leave and Victim Leave, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime: domestic violence; sexual assault; stalking; or an act, conduct, or pattern of conduct that includes

i. bodily injury or death to another;

ii. brandishing, exhibiting, or drawing a firearm or other dangerous weapon; or

iii. a perceived or actual threat to use force against another to cause physical injury or death.

b. Victim Leave

i. An employee who is a victim of a qualifying act of violence may take leave from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the employee's own health, safety, or welfare or that of the employee's child.

ii. An employee who is a victim of a qualifying act of violence or who has a family member who is a victim of a qualifying act of violence may take leave to:

a) Obtain or attempt to obtain any relief for the family member, including but not limited to a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the family member of the victim;

b) Seek, obtain, or assist a family member to seek or obtain medical attention for or to recover from injuries caused by a qualifying act of violence;

c) Seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the qualifying act of violence;

d) Seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence;

e) Participate in safety planning or take other actions to increase safety from future qualifying acts of violence;

f) Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or child care;

g) Provide care for a family member who is recovering from injuries caused by a qualifying act of violence;

h) Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;

i) Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; and/or

j) Seek, obtain, or provide child care or care to a care-dependent adult if the child care or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

iii. Unless advance notice is not feasible, employees should provide reasonable advance notice of their intention to take leave under this Section. Victim Leave is unpaid, but employees may elect to substitute any available vacation, sick leave, PTO (if applicable), and/or compensatory time off for unpaid leave. The University will maintain the confidentiality of any employee requesting leave for these purposes to the extent allowed by law.

c. Reasonable Accommodation

i. The University will provide reasonable accommodation to an employee who is a victim of a qualifying act of violence or whose family member is a victim of a qualifying act of violence who requests an accommodation for their safety while at work. Such requests should be directed by the employee to an appropriate representative of the University, such as the employee's immediate supervisor or the unit head.

ii. The University will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations. In determining whether the accommodation is reasonable, any exigent circumstance or danger facing the employee or their family member will be considered.

iii. If circumstances change and the employee needs a new accommodation, they should request that accommodation from the University. If the employee no longer needs an accommodation, they should notify the University that the accommodation is no longer needed.

d. Certification of Need for Leave and/or Reasonable Accommodation

i. No action will be taken against an employee for an unscheduled absence if certification is provided by the employee within a reasonable amount of time after

the absence. If the employee elects to use sick leave during this leave, certification will only be requested if appropriate.

ii. Certification will be sufficient in any of the following forms:

a) A police report indicating that the employee or a family member of the employee was a victim of a qualifying act of violence.

b) A court order protecting or separating the employee or a family member of the employee from the perpetrator of the qualifying act of violence, or other evidence from the court or prosecuting attorney that the employee or the family member of the employee has appeared in court.

c) Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a family member of the employee was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.

d) Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee (or an individual acting on the employee's behalf) certifying that the absence is for a purpose authorized under this Section.

iii. When an employee requests a reasonable accommodation, the University may require that the employee provide a written statement signed by the employee (or an individual acting on the employee's behalf) certifying that the employee is requesting the accommodation for a purpose authorized under this Section. The University may also require a certification from the employee that demonstrates the employee's status, or the employee's family member's status, as a victim of a qualifying act of violence. Any of the documents identified earlier in this Subsection will be sufficient certification. The University may request recertification of an employee's status, or an employee's family member's status, as a victim of a qualifying act of violence, or ongoing circumstances related to the qualifying act of violence, every six months after the date of the previous certification.

iv. The University will protect the confidentiality of any records and/or verbal statements that identify an employee or the employee's family member as a victim of a qualifying act of violence and will not disclose such records and/or verbal statements except as required by state or federal law or as necessary to protect the employee's safety in the workplace. The employee will be given notice before any authorized disclosure.

e. Relationship with Other Leaves

Victim Leave may run concurrently with other types of leaves, such as FML, vacation, personal, sick, compensatory or unpaid leave of up to twelve (12) weeks. Unpaid leave may run concurrently with FML

4. Leave to Attend Crime Related Judicial Proceedings

a. An employee who is a victim of a crime, or who is a family member of a victim may take unpaid leave to attend judicial proceedings related to the crime.

b. Employees must provide reasonable advance notice if feasible and may elect to substitute available vacation, sick leave, PTO (if applicable), and/or compensatory time off for unpaid leave. To the extent allowed by law, the University will protect the confidentiality of records regarding an employee's absence from work for these reasons, including maintaining the confidentiality of any information related to an employee's family member who is a victim.

c. No action will be taken against an employee for an unscheduled absence if certification is provided by the employee within a reasonable amount of time after the absence. If the employee elects to use sick leave during this leave, certification will only be requested if appropriate. Certification will be sufficient in any of the forms identified in Section E.3.d for Victim Leave.

5. Literacy Leave

An employee who self-discloses a problem of illiteracy may take unpaid leave to enroll and participate in an adult literacy education program, provided that the literacy leave is a reasonable accommodation that does not impose an undue hardship on the University. The employee must provide reasonable notice and may elect to substitute accrued vacation, PTO (if applicable), and/or compensatory time off for unpaid leave.

6. Rehabilitation Leave

a. An employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program may use FML for this purpose, if appropriate, provided that the employee is eligible for FML and has not exhausted their entitlement to FML for the calendar year. The provisions of Section B.1 would apply in such circumstances.

b. If an employee wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program but is not eligible for FML or has already exhausted their entitlement to FML for the calendar year, the employee may take unpaid leave for this purpose, provided that the rehabilitation leave is a reasonable accommodation that does not impose an undue hardship on the University. The employee must provide reasonable notice to their supervisor. An employee may elect to substitute available vacation, sick leave, PTO (if applicable), and/or compensatory time off for unpaid Rehabilitation Leave. If an employee wishes to take unpaid Rehabilitation Leave and the employee's vacation accrual (or PTO balance, if applicable) is at the maximum, the employee will be required to use at least ten percent (10%) of accrued vacation or PTO prior to taking unpaid Rehabilitation Leave.

ARTICLE 15 - MANAGEMENT RIGHTS

A. The University has the exclusive right to manage the University's functions and rights. Except as expressly limited by the terms of this Agreement, the Union agrees that the University shall have and retain the sole right to make and implement decisions relating to areas including but not limited to those enumerated below. While the University and the Union may have discussions concerning the following areas, the Union agrees that the University is not obligated to bargain with the Union as to such areas during the term of this Agreement. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University.

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, plan, supervise, direct and control the University's use of resources to achieve the University's missions, programs, objectives, activities, and priorities;

2. To establish or modify the work calendar;

3. To establish, administer, or modify procedures, rules and regulations that direct and control the University's operations and to determine the methods and means by which operations are to be carried on;

4. To select all insurance carriers and to change carriers;

5. To develop, implement and administer affirmative action and anti-discrimination programs consistent with state and federal law;

6. To establish, administer, or modify procedures, rules and regulations that direct and control the University's operations and to determine the methods and means by which operations are to be carried on;

7. To introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;

8. To determine the location or relocation, reorganization, or discontinuance of operations; to determine where employees shall work; or subcontract all or any portion of any operation;

9. To recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff employees;

10. To reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily;

11. To establish, maintain, modify, and enforce standards of workplace performance, conduct, order, and safety for employees; and to determine the process by which employee performance is evaluated;

12. To establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; to hire, promote, transfer and otherwise evaluate employees;

13. To determine, establish, modify, revise or abolish classes, titles, codes, class specifications and job descriptions and to determine the salary of new and revised classes;

14. To determine the work to be done and where work is performed; to assign, reassign and schedule work; to establish and change daily or weekly work schedules; to schedule hours of work, and to determine the need for overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;

15. To determine the calendar dates on which employees shall receive pay owing and due them and to determine the intervals between such dates; to determine the beginning and ending dates for which payroll and accrual calculations are made and to determine formulas for such calculations;

16. To establish University rules and regulations and to require employees to observe them;

17. To investigate and determine matters of sexual harassment, discrimination and personal misconduct;

18. To maintain safety standards and programs

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. Nothing in this Agreement has limited the right of the University to consult with any employee or the Union on any matter outside the scope of representation within the constraints imposed by HEERA.

E. 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 16 - NEW TECHNOLOGY

A. The use of technology shall not be a substitute for an employee's exercise of professional judgment in the execution of job duties.

B. There shall be a joint Union/Management systemwide committee to discuss issues related to technology in the workforce. The committee shall meet up to two (2) times per year. The purpose of the committee shall be to discuss topics related to technology in the workforce, including the emergence of new technology, training, support, and other areas of interest. The process for such meetings shall be as follows:

1. Either party may request the meeting in writing, and the parties will mutually agree on a date and modality. Absent agreement regarding modality, the parties will meet in-person in Oakland, California.

2. The parties shall each submit agenda items to each other at least ten (10) workdays before the meeting date. Agenda items should fall within the broader purpose of the committee outlined above.

3. In the event neither party submits an agenda ten (10) workdays before the scheduled meeting, the meeting will not be convened.

4. The composition of the committee shall be as follows: five (5) Union representatives and five (5) management representatives. Additional individuals may attend by written agreement of the parties.

5. The Union must submit a written request for employee release time at least seven (7) work days before the scheduled meeting. Such employees will be counted as Union representatives, and the release time shall be granted unless operational requirements determine otherwise. Permission to attend these meetings shall not be unreasonably denied.

C. When the University plans to implement new technology for which HEERA would require notice, the University shall provide thirty (30) day calendar notice to the Union. Upon request by the Union after such notice, the parties shall meet and confer over the impacts of these technologies on terms and conditions of employees.

1. If such a request is made, the University will meet with the Union within fifteen (15) calendar days of its request, when practicable.

2. If the parties do not reach agreement as a result of these negotiations, the impasse procedures pursuant to HEERA shall apply.

3. Nothing herein prevents the Union from filing a Request for Information regarding these matters.

ARTICLE 17 - NO STRIKES/NO LOCKOUTS

A. During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages 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 UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.

B. Any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of their duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions, with opportunity for rebuttal, and shall not be paid for those days.

C. Any employee who violates this Article shall be subject to discipline up to and including termination of employment.

D. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and stating that unit members engaged in prohibited activity must cease such activity and immediately return to work.

E. SYMPATHY STRIKES

1. The UAW shall not call, promote or engage in a sympathy strike in support of another UC union or bargaining unit.

2. Under this Section, individual employees retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the employee. When employees exercise these rights and do not meet the expectation that they perform their duties, at the discretion of the University they may not be paid for work they do not perform and may be subject to discipline and dismissal.

F. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 18 - NON-DISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any employee on the basis of race, color, religion, citizenship, marital status, national or ethnic origin, ancestry, gender, sex (including pregnancy, childbirth, lactation, or medical condition), sexual orientation, gender identity, gender expression, gender transition, physical or mental disability (including having a history of a disability or being regarded as being disabled), medical condition (cancer-related or genetic characteristics), predisposing genetic information (including family medical history), HIV status, veteran or military status (service in the uniformed services), age (at least 40 years of age), political affiliation, and/or union activity. Likewise, the University shall not discriminate or retaliate against an employee for requesting or taking Family and Medical Leave. For the purposes of this Article only:

   a. Service in the uniformed services: Includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

   b. Pregnancy: Includes pregnancy, childbirth, lactation, and related medical conditions or recovery therefrom.

   c. Gender expression: A person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.

   d. Gender identity: A person's identification as male, female, a gender different from the person's sex at birth, trans identities, and those who identify as intersex.

   e. Medical condition: Either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.

   f. Ancestry: Includes caste and also extends to shared ancestry or ethnic characteristics, or citizenship or residency in a country with a dominant religion or distinct religious identity.

2. If the Union appeals a grievance to arbitration which contains allegations of a violation of this Article which are not made in conjunction with the provision 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 dispute mechanism for such 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 07 – Grievance and Arbitration will be extended by thirty (30) days for said grievances to enable the employee to make an informed choice.

B. SEXUAL HARASSMENT

1. The University of California is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge and creative endeavors through academic excellence, where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. The University prohibits sexual harassment and retaliation that violates law, this Article, and/or University policy (herein referred to as prohibited behavior). The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, UC's Sexual Violence and Sexual Harassment Policy (SVSH Policy) and UC's Anti-Discrimination Policy (AD Policy).

2. Sexual Harassment is when:

    a. *Quid Pro Quo*: A person's submission to or rejection of unwelcome sexual conduct is implicitly or explicitly made the basis for employment decisions, performance evaluation, or advancement, or other decisions affecting participation in a University program or activity; or

    b. Hostile Environment: Unwelcome sexual or other sex-based conduct is sufficiently severe, persistent, or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or other programs or activities of the University and creates an environment that a reasonable person would find to be intimidating or offensive.

3. Sexual conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature. Other sex-based conduct includes acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex- or gender-stereotyping, or sexual orientation.

4. Sexual harassment may include incidents between any members of the University community, including: administrators, faculty, staff (including other bargaining unit members), student employees, students, coaches, doctors, residents, interns, third parties (e.g., Regents, vendors, contractors, visitors, guests, volunteers, and patients); between individuals in hierarchical relationships and between peers, and; between individuals of any gender, gender identity, or sexual orientation and; between strangers and non-strangers.

5. Where there is no conflict with this Agreement, the University's SVSH Policy and the AD Policy shall continue to apply to employees.

C. RETALIATION PROHIBITION

1. Retaliation is an adverse action against a person based on their report or other disclosure of alleged Prohibited Conduct to a University employee, or their participation in, refusal to participate in, or assistance with the investigation, reporting, remedial, or disciplinary processes provided for in University Policy and/or in this Article.

2. An adverse action is conduct that would discourage a reasonable person from reporting Prohibited Conduct or participating in a process provided for in University Policy and/or in this Article, such as threats, intimidation, harassment, discrimination and coercion. Good faith actions lawfully pursued in response to a report of Prohibited Conduct (such as gathering evidence) and are not, without more, retaliation.

3. The University prohibits retaliation against or by employees based on their report of prohibited behavior or participation in, refusal to participate in, or assistance with the investigation, report, remedial, disciplinary processes provided for in the SVSH Policy.

D. RESOLUTION PROCEDURES

Reports of alleged violations of Sections A or B.1-4 above and/or University policy may be addressed through the complaint procedure and/or grievance procedure. Additionally, Alternative Resolution may be used at any time to address the issues. Formal investigations may be initiated as part of the complaint resolution or grievance procedure. The employee (as Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance and/or complaint process.

1. Grievance Procedure

   a. If a grievance is filed in accordance with Article 07 – Grievance and Arbitration that includes an alleged violation of Sections A–C above, the University shall forward the allegation(s) to the Title IX/Local Implementation Officer for review in accordance with Section D.2 below. If the Title IX/EEO Officer determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, be held in abeyance while the investigation is ongoing.

   b. When the appropriate reviewing office issues the report or otherwise concludes its review/investigation, the abeyance, if any, shall automatically terminate, and the grievance process shall resume.

   c. In any event, the parties recognize that having a fair investigation and proceeding to an arbitration hearing on the merits with a completed investigation report (report of findings) is optimal. The parties may mutually agree to postpone the arbitration until the completed investigation report is available.

2. Complaints

   a. Employees may file a Complaint directly with the Title IX or Anti-Discrimination Local Implementation Office responsible for investigations at each location.

   b. Each campus location has a designated officer responsible for responding to reports under the Sexual Violence and Sexual Harassment Policy (Title IX Officers) and the Anti-Discrimination Policy (Local Implementation Officers), which are listed at:

      i. SVSH: http://sexualviolence.universityofcalifornia.edu/filing-report/index.html

      ii. Anti-Discrimination: https://www.ucop.edu/anti-discrimination/implementation-officers/index.html

c. As soon as practicable, after the Title IX/Local Implementation Officer receives an allegation of harassment and/or discrimination based on a protected category, they will make an initial assessment to determine whether:

   i. the allegation(s) constitute a prima facie case of an act of prohibited behavior; and

   ii. such conduct has a sufficient nexus to the University for it to intervene.

d. The Title IX/Local Implementation EEO Officer is responsible for implementing interim measures in accordance with Section D.3 below.

e. In the event that a formal investigation is conducted, the investigation shall be conducted in accordance with the SVSH Policy and/or Anti-Discrimination Policy (as applicable).

f. Nothing in this Article precludes employees from filing a claim with an outside agency.

g. For sexual harassment cases, the University will follow the University of California SVSH Policy and/or Anti-Discrimination Policy (as applicable).

3. Interim Measures

   a. The appropriate administrative officer in response to an allegation of harassment and/or discrimination based on a protected category shall without undue delay implement interim measures where appropriate and reasonably available. Such measures shall allow the employee to continue working in an environment free from harassment and/or discrimination based on a protected category.

   b. Interim measures available to employees may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the employee is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; training and education of the Respondent; and no contact orders.

4. Alternative Resolution: An employee and/or the Union and/or the University may seek Alternative Resolution at any time.

   a. After a preliminary assessment of the facts, the Title IX/Local Implementation Officer may initiate an Alternative Resolution process, which may include: mediation (except in cases of sexual violence); separating the parties; providing for safety; referring the parties to counseling; referral for disciplinary action; a settlement agreement; conducting targeted preventive educational and training programs; and conducting a follow-up review to ensure that the resolution has been implemented effectively.

   b. Only the Title IX/Local Implementation Officer has the authority to initiate Alternative Resolution.

   c. If Alternative Resolution is unsuccessful, the Title IX/Local Implementation Officer may initiate a formal investigation.

d. Attempts at Alternative Resolution at the informal level do not extend the thirty (30) calendar day time limit to file a Step 1 grievance. However, should a grievance be filed, the parties may agree in writing that the grievance be held in abeyance while alternative resolution is being considered or ongoing.

5. Remedies

a. Remedies available to employees may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the employee is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; and no contact orders.

b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative resolution. Such remedies shall ensure that the employee continues working in an environment free from harassment and/or discrimination based on a protected category.

E. LACTATION SUPPORT

1. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, employees shall have access to those spaces for the purpose of expressing and storing breast milk.

2. If no such space exists in reasonable proximity to an employee's work location, the department will designate an appropriate temporary space, solely for the purpose of expressing and storing breast milk.

3. The University will allow adequate time for an employee to express breast milk.

F. ALL-GENDER RESTROOMS

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

2. The University shall provide that all employees have reasonable access to all-gender restrooms within a reasonable distance to their work location, however the University shall not be obligated to expend funds beyond minimal and incidental costs to provide reasonable access to all-gender restrooms.

3. If assistance with access to an all-gender restroom is needed, the employee or the Union shall contact the department/hiring unit or campus labor relations office as soon as possible in order to ensure reasonable access options are provided within a reasonable distance to the employee's work location.

4. The University shall ensure that all single-occupancy restrooms will be designated as all-gender restrooms and accessible to all UC employees. "Single-occupancy restroom" is defined as a toilet facility with no more than one water closet and one urinal with a locking mechanism controlled by the user. Each all-gender restroom must have at least a sign on the door with a triangle within a circle, without gender pictograms.

5. The University shall list the locations of all-gender restrooms on a campus website.

ARTICLE 19 - PARKING AND TRANSIT

A. GENERAL CONDITIONS

1. Employees may participate in parking and transit programs to the same extent and under the same conditions as normally provided for other University staff employees at the employee's location. This includes pre-tax/payroll deduction options.

2. It is understood and agreed 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.

3. The University will implement parking and transportation rates at each location. Thirty (30) calendar days prior to the implementation of new or changed parking rates at a location, charged to employees in this unit, the University shall inform the Union. Upon receipt of a timely written request from the Union, the University shall meet and discuss with regard to the new or changed parking rates.

4. Future parking taxes, fees, or surcharges imposed by governmental entities or authorities outside of the University shall not be governed by established rates and shall be passed on directly to unit members in accordance with such laws/regulations.

B. LABOR-MANAGEMENT MEETING ON TRANSIT

1. At least once per calendar year, at the request of the Union, Labor-Management Meetings shall be scheduled on a local basis to address parking issues and alternative transportation. Employees shall be released pursuant to Article 11 – Labor-Management Meetings in without-loss-of-straight-time status.

2. The parties shall propose agenda items for the Meeting no later than seven (7) calendar days prior to the Meeting. If there are no agenda items proposed, the Meeting shall be rescheduled.

3. Nothing shall preclude the parties from mutually agreeing to combine the Meeting with that of other UAW units.

ARTICLE 20 - PERFORMANCE EVALUATION

A. EVALUATION

1. Performance Evaluation is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of their duties. Performance evaluations should be fair and objective. Performance standards are guidelines for performing the duties of a specific job. Performance standards and guidelines for performing the duties of a specific job shall be reasonable. The evaluation of each employee shall be based on the individual employee's performance.

2. The purposes of the performance evaluation include, but are not limited to, the following:

    a. to accurately assess the individual employee's performance during the period under review;

    b. to identify and acknowledge positive elements of job performance;

    c. to identify areas where improvement is needed;

    d. to provide or identify measures to improve performance in such areas; and

    e. to identify potential career development objectives and to provide strategies for achieving those objectives.

3. Except for minor or non-substantive changes, the University shall provide the Union with a copy of any proposed new performance evaluation form or written performance standard at least sixty (60) calendar days before implementation. If the Union submits a written request to meet and discuss within thirty (30) days of receiving such notice, the University shall meet to discuss the proposed changes within thirty (30) days of the request. In addition, if the Union submits a written request to meet and confer within thirty (30) days of receiving notice regarding any alleged significant change in performance standards or evaluation forms, the University shall meet and confer with the Union within thirty (30) days of the request.

4. Performance evaluation is not a disciplinary procedure.

5. Bargaining unit employees who receive an overall rating of "needs improvement" (or equivalent) must be informed of any such deficiencies, including information about how to correct such deficiencies, prior to receiving the annual written evaluation.

6. The performance of employees shall be evaluated at least annually, on a timeline established by each location. In the event an employee does not receive a performance evaluation within forty-five (45) calendar days of the date the performance evaluation was due, the employee's overall evaluation shall be "meets expectations" (or equivalent). The location will inform each new employee, or each employee transferred or rehired to a different department, when they should expect a performance evaluation. In the event an employee does not receive the written evaluation, they may take the following action:

    a. Within fifteen (15) calendar days of the date the written evaluation was due, but not received, the employee shall make a written request for the evaluation to the

employee's immediate supervisor. When an employee makes such a request, an evaluation shall be completed within 30 calendar days of the request, unless the parties mutually agree otherwise.

B. EMPLOYEE RESPONSE TO AN EVALUATION

1. Acknowledgment or Affirmation of Evaluation

   a. An employee may acknowledge that they have received the performance evaluation by signing the evaluation and returning it to their supervisor. The employee's signature does not reflect either agreement or disagreement with the evaluation.

   b. If the employee does not sign the performance evaluation, the supervisor shall state on the evaluation form that the employee did not sign the evaluation. The supervisor's statement shall identify the day on which they provided the performance evaluation to the employee.

2. Employee Rebuttal of or Comments about the Evaluation

   a. Rebuttal – After receiving a University performance evaluation, an employee shall be provided ten (10) days to attach rebuttal information and/or documentation to the evaluation. The department head shall review timely-submitted rebuttal information prior to finalizing the evaluation and sending it to the employee's Personnel File. For those locations which utilize an online performance evaluation system, rebuttal filings shall be filed in accordance with the system.

   b. Comments – After receiving a University performance evaluation, an employee may write comments pertaining to their evaluation or add relevant materials, which may supplement, or enhance the evaluation. When the University receives such written comments or materials from the employee, they shall be attached to the performance evaluation and placed in the employee's Personnel File.

3. Placement of the Evaluation in the Employee's Personnel File

   The performance evaluation shall be placed in the employee's Personnel File after receiving either the employee's signature, or the supervisor's statement, in accordance with Section B.1 above, or after completion of the rebuttal process in accordance with Section B.2.a above.

C. GRIEVABILITY

1. With the exception of Section C.3 below, an employee who files a grievance concerning the content of a performance evaluation in which the employee was rated as "Less than Satisfactory" shall be eligible to be processed through Steps 1 and 2 of the grievance procedure but shall not be eligible for review at Step 3 of the grievance procedure or arbitration.

   a. The remedy for such a grievance shall be limited to revision of the section(s) being grieved, and/or revision of the rating(s) in question.

2. With the exception of Section C.3 below, an employee who files a grievance regarding the form, timing, procedure, impacts, effects and processes outlined in this article, shall be eligible to be processed through Steps 1, 2, and 3 of the grievance procedure but not arbitration.

    a. Any evaluation that does not follow the form, timing, procedure, impacts, effects and processes outlined in this article may not be relied upon by the University for any purpose that may result in adverse employment action to the employee, up to and including discipline, and may not be included in the personnel file until the defect, if any exists, is rectified. Upon rectifying the defect, or confirming that none exists, the evaluation may be placed in the file, as outlined in Section B above.

3. Grievances regarding the content, form, timing, procedure, impacts, effects and processes of the performance evaluation are eligible to be processed up to and including arbitration only if filed in tandem with another article of this Agreement.

ARTICLE 21 - PERSONNEL FILES

A. GENERAL PROVISIONS

A personnel file is the repository of information including reports, documents, correspondence, and other materials pertaining to an employee's employment with the University.

1. Access to Personnel Files

   The University shall identify the location(s) where an employee or their designated representative may obtain access to the employee's personnel file(s). The University shall designate a contact who will identify the location and process for accessing the file.

2. Information in the Files

   a. An employee's personnel file(s) contain information pertaining, but not limited, to: employment, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; education, honors and awards; duties and job classification; performance; written annual reviews; discipline, release, and dismissal actions; attendance; and other relevant or necessary information specified by the University or added by the employee consistent with Sections A.2.b and A.2.f.

   b. Copies of letters of disciplinary action, along with copies of proofs of service that accompany the letters, upon being provided to an employee, shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such letters shall be placed in their personnel file(s). Such comments shall not require the University to change or alter the letters or the actions indicated by the letters.

   c. Letters of disciplinary action, upon written request of the employee, shall be removed from the file as set forth in Article 04 – Discipline and Dismissal.

   d. Upon the employee's written request, counseling memoranda and/or written records of discussions will be removed from the employee's personnel file if there have been no other such memoranda relating to, or disciplinary action on, the same or similar issue(s) for a two (2) year period.

   e. Items placed in an employee's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file.

   f. An employee has the right to request that errors of fact in personnel records be corrected, and to make additions to personnel records.

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

Upon written request to the University, an employee shall have the opportunity to review their personnel file(s) within a reasonable amount of time. The University will make every effort to provide access within five (5) working days of receiving the request. Upon request of the employee, the University will send the contents of the file electronically, when possible.

An employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review their personnel file(s) within the operational needs of the department.

1. An individual of the employee's choice may accompany the employee when reviewing their personnel file(s).

2. Alternatively, an individual employee may authorize a designated representative to review the employee's personnel file(s) on the employee's behalf. The designated representative shall present the signed and dated authorization when requesting access to an employee's personnel file. The authorization must indicate when it is valid and the date of review must fall within the valid time period.

3. When the employee has chosen a member of the bargaining unit to assist in the review of the file(s), that person's release time shall be in accordance with the provisions of this Agreement.

C. GRIEVANCE-RELATED FILES

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

D. DUPLICATION COSTS

Employees shall receive, without cost, a first copy of documents, or extracts thereof, that are located in their personnel file. However, employees may be charged the same fees as are customarily charged other staff employees for additional printed copies of documents in the employee's personnel file.

ARTICLE 22 - PROBATIONARY PERIOD

A. CAREER APPOINTMENTS

1. Employees appointed to career positions shall serve a probationary period of six (6) months of continuous service at fifty percent (50%) full time equivalent (FTE) or more without a break in service.

2. Time on leave, with or without pay, is not qualifying service for the completion of the probationary period.

3. During a probationary period, the employees' work performance and general suitability for University employment shall be evaluated in writing, at or near the midpoint.

4. Employees who are rehired following a break in service of one (1) year or less shall not be required to serve a new probationary period, provided:

    a. rehire occurs in the same or lower classification in the same classification series within the same department, and

    b. the rehired employee had non-probationary, career appointment in the prior classification at the time of the break in service.

B. TRANSFER FROM NON-CAREER TO CAREER POSITIONS

A non-career employee appointed, transferred or promoted to a career appointment within the unit shall, at the sole discretion of the University, be required to serve up to a six (6) month probationary period upon employment in the career position.

1. Limited Appointment

    a. A non-career employee in a limited appointment who has met the criteria in Article 02 – Appointments for conversion to career status and who has worked in the same limited appointment in which they are directly converted will have such time in that appointment applied against the probationary period for 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 as the appointment to which the individual was assigned prior to conversion, and which reports to the same supervisor as did the previous limited appointment.

    b. A non-career employee in a limited appointment who has at least six (6) months of continuous service at fifty percent (50%) time or more in a non-career appointment and who is appointed or is converted in accordance with Article 02 – Appointments to a career position with substantially similar job duties shall have three (3) months service credit toward completion of their probationary period in the new career position.

2. Temporary Employment Pool (TEP) – Floater or Per Diem Appointments
    a. TEP – floater or per diem appointment employees appointed, transferred, or promoted, to a career appointment within the unit shall serve, at the discretion of the University, a probationary period commencing with the career appointment.

b. Up to three (3) months of time served as a TEP – floater or per diem, will be credited to the probationary period when the unit member has worked at least five hundred (500) hours during the six (6) month period prior to the effective date of the career appointment. The calculation of the five hundred (500) hours will be based upon a look back from the date of the career appointment to determine if the criteria is met.

c. In order to receive the three (3) months credit towards the probationary period, the employee must have worked in the in the same job immediately prior to hire as a career employee. For the purposes of this provision, "same job" means a job in the same department/unit, supervisor, and job description.

C. EXTENSION OF PROBATIONARY PERIOD

The University may extend an employee's probationary period. Such an extension shall be for a specific period of time not to exceed three (3) months. At least seven (7) calendar days prior to the effective date of the extension, the employee shall be informed in writing of the reason(s) for and the period of the extension.

D. RELEASE DURING PROBATIONARY PERIOD

Prior to the completion of the probationary period, an employee may be released at the sole discretion of the University. The employee shall be informed in writing of the general reason(s) for their release.

E. DISPUTES

1. Except for the University's failure to provide a performance evaluation pursuant to Section A.3 above, actions taken by the University under the provisions of this Article are not subject to the grievance or arbitration procedures of the Agreement.

2. In the event an employee alleges that the University failed to provide a performance evaluation as provided in Section A.3 above, the remedy shall be limited to evaluating the employee's performance in writing

ARTICLE 23 - REASONABLE ACCOMODATION

A. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified employees who are disabled or become disabled and need assistance to perform the essential functions of their jobs and shall attempt to reduce barriers to having worker access needs met. This section shall not be construed as a guarantee of a specific form of accommodation. The Interactive Process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

B. MEDICAL DOCUMENTATION

When requested by the University, the employee is responsible for providing the University with medical documentation for the purpose of identifying functional limitations and how such limitations affect the employee's ability to perform the essential functions of the job. Employees are not required to disclose their diagnosis as part of the reasonable accommodation process. The University may require that an employee be examined by the appropriate University-appointed licensed health care provider. In such a case, the University shall pay the costs of the University-appointed health care provider.

C. THE INTERACTIVE PROCESS

1. When an employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the Interactive Process, which is an ongoing dialogue between the employee and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, and/or disability management representative) about possible options for reasonably accommodating the employee's disability. The employee may bring a Union representative to the Interactive Process. This process shall begin as soon as practicable. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the employee are expected to participate in the Interactive Process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

2. During the Interactive Process, the University considers information related to: the essential functions of the job, the employee's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. If able to, the University will present multiple options for the employee to consider, however the University will determine which accommodation will be implemented.

    a. The University will consider reasonable accommodations that would enable the employee to continue (or resume) performing the essential functions of their assigned position for the duration of the appointment, which may include a temporary alternate position.

    b. Employees may bring a support person to the Interactive Process meeting which could include a Union representative.

c. The University is not obligated to implement an accommodation that would present an undue hardship.

D. TEMPORARY WORK ADJUSTMENT

If the Interactive Process is initiated in accordance with Section C above, the supervisor/department administrator, in consultation with the disability management team, shall determine and provide for any necessary temporary work adjustment until the Interactive Process is completed.

ARTICLE 24 - RESPECTFUL WORK ENVIRONMENT

A. GENERAL CONDITIONS

1. The University and UAW are jointly committed to promoting and maintaining a work environment that is healthy and free of Abusive Conduct, in which every employee and member of the University community is treated with respect.

2. The Parties mutually acknowledge that Abusive Conduct creates an environment that a reasonable person would find intimidating and may interfere with an employee's work. These behaviors may occur in, but are not limited to, situations in which one person has authority over another and situations involving peer-to-peer interactions.

3. The University and UAW shall strive to foster an environment in which employees feel comfortable making reports of Abusive Conduct in good faith. The Parties also commit to prohibiting retaliation against any person who reports Abusive Conduct or participates in any related investigation or other process in good faith.

4. Employees included under this Agreement are covered by the University of California Policy on Abusive Conduct Policy (ACP). The policy is available at: https://policy.ucop.edu/doc/4000701/AbusiveConduct.

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

B. DEFINITION OF ABUSIVE CONDUCT

1. Abusive Conduct is harassing or threatening behavior that is sufficiently severe, persistent, or pervasive conduct in the workplace that denies, adversely limits, or interferes with an employee's participation in or benefit from University employment. The conduct creates an environment, whether intended or not, that a reasonable person would find to be intimidating or offensive and unrelated to the University's legitimate educational, employment, and business interests.

2. Such conduct shall be evaluated on a case-by-case basis, taking into account the circumstances of the parties, relationship between the parties (including power imbalance); the frequency, nature and severity of the alleged conduct; whether the conduct was physically threatening; and whether the conduct may be protected. A single act may constitute Abusive Conduct if especially severe or egregious.

3. Exercising Academic Freedom (e.g. comments about scholarship, instruction within the classroom, different approaches to curriculum, opposing opinions about policy issues, or academic achievement), as such, is distinct from and does not constitute Abusive Conduct.

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

C. EXAMPLES OF ABUSIVE CONDUCT

1. Examples of Abusive Conduct may include, but are not limited to, the following types of behavior:

    a. Use of abusive, insulting, or offensive language (written, electronic, or verbal),

    b. Spreading false information or malicious rumors,

    c. Behavior, language, or gestures that frighten, humiliate, belittle, or degrade, including criticism or feedback that is delivered with yelling, screaming, threats, implicit threats, or insults,

    d. Encouraging others to act, singly or in a group, to intimidate or harass other individuals,

    e. Making repeated or egregious comments about a person's appearance, lifestyle, family, culture, country of origin, visa status, religious/spiritual/philosophical beliefs, or political views in a manner not covered by the University's policies prohibiting discrimination,

    f. Teasing or making someone the brunt of pranks or practical jokes,

    g. Hazing,

    h. Interfering with a person's personal property or work equipment without a legitimate business or educational purpose,

    i. Circulating inappropriate photos, videos, or information via email, social media, or other means,

    j. Making unwanted physical contact or encroaching on another individual's personal space, in ways that would cause discomfort and unease, in a manner not covered by the University's Sexual Violence and Sexual Harassment policy,

    k. Purposefully excluding, isolating, or marginalizing a person from normal work activities for non-legitimate business purposes,

    l. Repeatedly demanding of an individual that the individual do tasks or take actions that are inconsistent with that individual's job, are not that individual's responsibility, for which the employee does not have authority, or repeatedly refusing to take "no" for an answer when the individual is within the individual's right to decline a demand; pressuring an individual to provide information that the individual is not authorized to release (or may not even possess),

    m. Making threats to block a person's professional or other advancement, opportunities, or continued employment at the University without a legitimate business or educational purpose,

    n. Sabotaging or undermining a person's work performance.

2. Abusive Conduct does not include *per se* exercising appropriate supervision of employees, conducting appropriate performance management, or providing appropriate feedback, including but not limited to the following:

    a. Providing performance appraisals to employees, including negative appraisals,

    b. Delivering constructive criticism,

    c. Coaching or providing constructive feedback,

    d. Monitoring or restricting access to sensitive and confidential information for legitimate business reasons,

    e. Scheduling regular or ongoing meetings to address performance issues,

    f. Setting ambitious performance goals to align with departmental goals,

    g. Investigating alleged misconduct or violation of University policy,

    h. Counseling or disciplining an employee for performance, engaging in misconduct, or violating University policy,

    i. Engaging in assertive behavior,

    j. Having a disagreement,

    k. Making unpopular statements or articulating positions on controversial issues,

    l. Participating in a formal complaint resolution or grievance process.

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

4. Abusive Conduct can occur in many different settings, from a physical workplace (e.g., an office building) to an online workplace (e.g., an online meeting or an email). Any type of Abusive Conduct, regardless of the format in which it occurs, is prohibited.

D. REPORTING COMPLAINTS AND GRIEVANCE PROCEDURE

1. Grievance Procedure

    a. If a grievance is filed alleging violations of this Article, the University shall forward the allegations to the appropriate location office or authority. The Union and University may agree in writing that the grievance, or portion thereof, be placed in abeyance, pending the outcome of the investigation, if any. If there is no investigation, the grievance shall proceed in accordance with Article 07 – Grievance and Arbitration.

b. When the responsible office(s) issues the report or otherwise concludes its review/investigation, the abeyance, if any, shall automatically terminate, and the grievance process shall resume.

c. In any event, the parties recognize that having a fair investigation and proceeding to an arbitration hearing on the merits with a completed investigation report (report of findings) is optimal. The parties may mutually agree to postpone the arbitration until the completed investigation report is available.

2. Reporting Complaints

a. Complaint procedures pertaining to Respectful Work Environment are covered by the University's Abusive Conduct in the Workplace Policy ("Policy"). If there is a conflict between such Policy and this Agreement, the Agreement shall govern.

b. Employees may make reports of violations of this Article directly to the local designated office(s) listed in: https://ucnet.universityofcalifornia.edu/career-community/building-community/community-values/healthy-workplaces-and-how-to-report-concerns/.

3. Complaint Review and Resolution Process

a. The location's designated office(s), in response to an allegation that Abusive Conduct in violation of this Article has occurred, shall, without undue delay, implement interim measures where appropriate and reasonably available. Such measures shall allow the employee to continue working in an environment free of abusive conduct.

b. The University shall not exceed timelines for initial assessment of a report, potential early resolution, and formal investigation as set forth in the Abusive Conduct Policy, except as permitted by the Policy.

ARTICLE 25 - SEA PAY

A. DEFINITIONS

1. Base Salary: A fixed amount of money paid to eligible employees in return for work performed (see Article 36 – Wages).

2. Daily Rate: An amount equivalent to the salary earned on a Base Salary day, calculated as:

   Daily Rate = (base monthly salary) / (174 hours/month) x (8 hours/day)

   Example: Base Salary = $4000 / month

   Daily Rate = ($4000 / 174) x 8 = $183.91

3. Research Vessel: An ocean-going ship at UC San Diego's Scripps Institution of Oceanography (SIO) equipped for multi-day operations offshore (for example the ships operated within the University- National Oceanographic Laboratory System, and similar).

4. Shipboard Differential: A compensation amount equal to the Daily Rate.

5. Shore Leave: Leave that can be earned for working on eligible weekends and holidays. Shore Leave is earned at the rate of one day of Shore Leave per eligible weekend day or holiday worked.

B. ELIGIBILITY

1. Sea Pay Compensation, in the form of the additional compensation and leave options provided by this Article, is intended to recognize the unique working conditions faced by certain exempt employees who are assigned to work aboard research vessels at UC San Diego's SIO.

2. Sea Pay compensation goes into effect when an eligible exempt employee reports aboard a research vessel as directed by their supervisor, is assigned a bunk, and is assigned duties that involve working and living on board for the remainder of that calendar day.

3. Sea Pay compensation stops accruing when the employee moves off the ship as directed by their supervisor.

C. COMPENSATION AND LEAVE FOR EXEMPT EMPLOYEES

1. For each day an eligible exempt employee is assigned to a bunk aboard a research vessel, a Shipboard Differential will be paid in addition to base salary. Shipboard Differential is earned when assigned to a bunk and living aboard a ship under the following situations:

   a. Weekdays, weekends and holidays at sea.

   b. Weekdays, weekends and holidays in any port other than San Diego.

2. For each qualifying weekend or holiday, in addition to the Shipboard Differential, the employee will be compensated with either (a) a Shore Leave day, or (b) a cash sum equal to their daily rate at the time the shore leave was earned.

Sea Pay Compensation: In addition to base salary, eligible employees working under this Article earn Shipboard Differential and Shore Leave as follows:							
MON	TUES	WED	THU	FRI	SAT	SUN	HOLIDAY
Shipboard Differential	Shipboard Differential	Shipboard Differential	Shipboard Differential	Shipboard Differential	Shipboard Differential	Shipboard Differential	Shipboard Differential
					Accrue Shore Leave	Accrue Shore Leave	Accrue Shore Leave

D. SHORE LEAVE USE AND ACCRUAL

1. To use Shore Leave, an employee must receive written advance approval from their supervisor.

   a. Approval will be contingent on departmental work requirements.

   b. Shore Leave must be used in full-day increments.

2. Shore Leave will be accrued when an eligible employee is assigned to a bunk and living aboard a ship under the following situations:

   a. Weekends and holidays at sea.

   b. Weekends and holidays in any port other than San Diego.

   c. When an eligible employee is assigned to travel to a ship during a weekend or holiday.

   d. When an eligible employee is assigned to travel back to San Diego from a ship during a weekend or holiday.

   e. When an eligible employee is assigned to work during a vessel mobilization, demobilization or vessel maintenance activity during a weekend or holiday, in any port, regardless of whether they are assigned a bunk.

3. An employee may elect for Shore Leave to either be paid out in cash or banked to be used as time off. If the employee chooses to change their election, the new election will go into effect the following pay period after the employee makes the change.

4. If the cash option is elected, then Shore Leave will be paid at a value equal to the Daily Rate at the time the Shore Leave was earned.

5. An employee can request to cash out their banked shore leave. This request will be paid out the following pay period after the request is made.

6. Maximum Accrual – If the employee elects to use Shore Leave as time off, then the following terms and conditions apply:

a. The maximum balance of Shore Leave that can be banked at the end of any month is 240 hours.

b. When the maximum balance is reached, any subsequent Shore Leave that is earned will be paid out at a value equal to the Daily Rate at the time the Shore Leave was earned, with older days paid out first.

c. If Shore Leave time is used and the Shore Leave balance drops below two-hundred forty (240) hours, then the accrual of Shore Leave will resume until the balance maximum is reached.

d. Shore Leave cannot be carried longer than one year. This will be reviewed annually at the end of each calendar year, at which time any Shore Leave earned more than 365 days prior will be paid out in the next pay period at a value equal to the Daily Rate at the time the Shore Leave was earned.

E. SEA PAY AND TRAVEL REIMBURSEMENT

1. Travel-related expenses under Article 31 – Travel Reimbursement cannot be claimed for days when the Sea Pay Article is in effect, with the following exception:

   a. On the day an employee reports aboard a vessel, travel-related expenses are allowable up until the time the employee reports aboard.

   b. When an employee moves off the ship to stay in a hotel or to begin traveling, that entire day falls under Article 31 – Travel Reimbursement, and not the Sea Pay Article.

   c. Business expenses incurred when assigned to a vessel are reimbursable, regardless of whether this Article or Article 31 – Travel Reimbursement is in effect.

Sea Pay Article and Travel Reimbursement Example							
MON	TUES	WED	THU	FRI	SAT	SUN	HOLIDAY
Normal work day in San Diego	Travel to Ship in a remote port	Report to ship, bunk assigned	On board, bunk assigned	On board, bunk assigned	On board, bunk assigned	Depart ship, travel home	Arrive in San Diego
	Travel Reimbursement	Travel Reimbursement				Travel Reimbursement	Travel Reimbursement
		Shipboard Differential	Shipboard Differential	Shipboard Differential	Shipboard Differential		
					Accrue Shore Leave	Accrue Shore Leave	Accrue Shore Leave

F. DRYDOCK DIFFERENTIAL DURING SHIPYARD DRYDOCKING PERIODS

1. When an eligible employee is assigned to work on a ship away from San Diego during shipyard drydock periods, if the ship is in the water, then they would be assigned a bunk on the ship, live on board, and earn sea pay.

2. If this ship is in drydock (that is, hauled out of the water as part of a drydocking period) then an eligible employee would be moved into a hotel and earn a special Drydock Differential equal to the Daily Rate, and additionally Article 31 – Travel Reimbursement will be in effect.

3. Shipyard periods in San Diego are not eligible.

Special Situation Example: Remote Shipyard Periods							
MON	TUES	WED	THU	HOLIDAY	SAT	SUN	MON
Normal work day in San Diego	Travel to Shipyard	Report to ship, bunk assigned	On board, bunk assigned	Drydock, move to hotel	Drydock, in hotel	Depart shipyard, travel home	Normal work day in San Diego
	Travel Reimbursement	Travel Reimbursement		Travel Reimbursement	Travel Reimbursement	Travel Reimbursement	
		Shipboard Differential	Shipboard Differential	Special Shipyard Differential	Special Shipyard Differential		
				Accrue Shore Leave	Accrue Shore Leave	Accrue Shore Leave	

G. GENERAL PROVISIONS

1. There shall be no duplication, pyramiding, or compounding of Sea Pay.

ARTICLE 26 - 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 27 - SICK LEAVE

A. GENERAL

1. Requests for sick leave may be made orally or in writing and shall be in accordance with department and/or location policies and procedures.

2. The definitions in Article 14 – Leaves of Absence apply to terms used in this Article, including but not limited to the definitions of "Family and Medical Leaves (FML)," "Family members" and "Qualifying Act of Violence".

B. ELIGIBILITY

1. Employees in all appointment types specified in Article 02 – Appointments, except for per diem appointments, are eligible for sick leave as follows:

    a. Accrual: An eligible employee accrues sick leave based on hours on pay status. Sick leave accrues at a factor of 0.046154 per hour on pay status. Eligible employees begin to accrue sick leave from their date of hire.

    b. Credit Timing: Accrued sick leave is credited and available for use on the next working day following each month or quadriweekly pay cycle in which it is earned, except that eligible separating employees earn proportionate sick leave credit through their last day on pay status.

    c. During Leaves of Absence:

        i. An eligible full-time career employee on an approved leave without pay accrues full sick leave credits for the month or quadriweekly cycle if the employee is on pay status at least one-half the working hours of the month or quadriweekly cycle.

        ii. An eligible employee on leave without pay and receiving temporary disability payments under the California Workers' Compensation Act accrues sick leave on the same basis as if actually working, but accrued sick leave is credited to the employee only upon return to work.

        iii. Eligible employees also accrue sick leave credits for the first three days of a curtailment leave.

    d. Accrual Max: There is no maximum limit on the amount of sick leave that can be accrued.

2. Sick Leave for Eligible Employees with Per Diem Appointments

    a. Eligible per diem employees receive eight (8) hours of sick leave per calendar year and do not accrue sick leave.

    b. This sick leave will be credited and available for use on the next working day following the employee's first monthly or quadriweekly pay cycle.

c. A new allotment of eight (8) hours of sick leave is subsequently provided each January 1 thereafter.

d. Eligible per diem employees will carry over any unused sick leave from one year to the next except that the maximum amount of sick leave than an eligible per diem employee can have at any time is sixteen (16) hours.

e. Eligible per diem employees may use up to a maximum of sixteen (16) hours of sick leave in a calendar year.

3. Advanced Sick Leave for Newly Hired Employees

a. A newly hired employee who is eligible for this provision refers to a career employee newly hired to the University within their first three (3) months of their hire date. Employees who are new to a position at the University but started that position with accrued sick leave already are not eligible for this provision.

b. Newly hired employees who have not yet accrued sufficient sick leave to cover an absence may use sick leave consistent with Section C up to the amount the employee would have accrued over their first three (3) months. Sick leave under this provision may only be used during the employee's first three (3) months.

c. Any sick leave used in advance will be deducted from the employee's future sick leave accruals until the advanced amount has been repaid.

d. If the employee separates from employment before the advanced sick leave has been fully repaid, the employer may recover the value of the unearned leave.

e. The advanced sick leave in this provision may not be designated as Protected Sick Leave as per Section D below.

f. Sick leave under this provision may be used in accordance with Section C below.

g. The Union shall provide the University with safe harbor from grievances regarding this provision until November 1, 2026 to allow time for implementation.

C. USE OF SICK LEAVE

1. Subject to certain limitations, including but not limited to the eligibility and use provisions of this Article and applicable provisions in Article 14 – Leaves of Absence, employees may be eligible to use available sick leave for the following:

a. For the employee's own diagnosis, care, or treatment of an existing physical or mental health condition; preventive care; personal illness; disability; medical appointment;

b. When the employee is required to attend to or care for ill family members not designated as FML; for the diagnosis, care, or treatment of a family member's existing physical or mental health condition not designated as FML; for a family member's preventive care; or to attend to or provide care for other persons residing in the employee's household who are ill. For this Section, the employee may be eligible to

use up to thirty (30) days in a calendar year. The University may authorize exceptions beyond the thirty (30) day limit.

c. When the employee or the employee's family member is a victim of a qualifying act of violence, and the employee is using leave for reasons specified in Section E.3 of Article 14 – Leaves of Absence ("Victims of Qualifying Acts of Violence"). The University will maintain the confidentiality of health information or information related to qualifying acts of violence regarding an employee or an employee's family member and will not disclose such information except as required by law.

d. Because the employee or the employee's family member is a victim of a crime and is attending judicial proceedings related to that crime as described in Section E.4 of Article 14 – Leaves of Absence ("Leave to Attend Crime Related Judicial Proceedings").

e. To appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

f. For those purposes specified in Article 14 – Leaves of Absence or elsewhere in the Agreement.

2. An employee may not use sick leave:

   a. Before sick leave is accrued or otherwise available, except as outlined above in Section B.3,

   b. After separation, retirement, or indefinite layoff,

   c. In excess of their scheduled hours of work,

   d. During furlough or temporary layoff,

   e. On an intermittent basis for purposes of eligibility for holiday pay and employer-paid contribution towards benefits. (However, if the employee is taking FML on an intermittent or reduced schedule basis, see the applicable section in Article 14 – Leaves of Absence).

3. Before using sick leave, an eligible employee may be required to do the following:

   a. Provide reasonable advance notice if the need for sick leave is foreseeable or provide notice as soon as practicable if the need for sick leave is unforeseeable;

   b. Indicate when providing notice whether the employee is designating the sick leave as protected; and

   c. Provide documentation supporting the need for sick leave when appropriate.

4. An eligible employee who becomes ill while on vacation will be permitted to use sick leave but may be required to provide satisfactory verification of the employee's illness or injury.

5. Eligible employees who accrue sick leave may only use that accrued sick leave in a position that accrues sick leave. Eligible employees who receive sick leave in a per diem appointment may only use that sick leave in a per diem appointment.

D. DESIGNATING SICK LEAVE AS PROTECTED

1. An eligible employee may choose to designate available sick leave as protected sick leave as described below. Eligible employees may designate sick leave as protected when used for:

    a. the diagnosis, care, or treatment of an existing physical or mental health condition of an employee or an employee's family member;

    b. preventive care for an employee or an employee's family member;

    c. appearance as a witness when summoned by subpoena or other court order as described in Section C.5 of Article 14 – Leaves of Absence ("Witness Duty");

    d. those reasons specified in Section E.3 of Article 14 – Leaves of Absence ("Victims of Qualifying Acts of Violence") for an employee who is a victim of a qualifying act of violence or who has a family member who is a victim of a qualifying act of violence; or

    e. those reasons specified in Section E.4 of Article 14 – Leaves of Absence ("Leave to Attend Crime Related Judicial Proceedings").

2. The definition of "Family members" in Section A.1 of Article 14 – Leaves of Absence provides additional information about these relationships.

3. Eligible employees in all appointment types specified in Article 02 – Appointments, except for per diem appointments, may designate up to six (6) days per calendar year of available sick leave as protected sick leave if the employee uses the sick leave for any of the purposes specified in Section D.1 and complies with applicable notice requirements. Sick leave designated as protected includes and runs concurrently with kin care, which is not a separate leave entitlement.

4. An eligible employee with a per diem appointment may designate up to 16 hours per calendar year of available sick leave as protected sick leave if the employee uses the sick leave in connection with that appointment for any of the purposes specified in Section D.1 and complies with applicable notice requirements.

5. The University prohibits any form of discrimination or retaliation against an employee for using or attempting to use sick leave designated as protected; for making a complaint or alleging a violation of the protected sick leave provisions in this Article; for cooperating in an investigation regarding the same; or for opposing any policy, practice, or act that is prohibited by the protected sick leave provisions of this Article.

E. SICK LEAVE PAY

1. Pay during a sick leave is at the employee's rate of pay in effect at the time the leave is taken, not the rate of pay in effect when the sick leave was accrued.

2. Any unused sick leave is not paid out upon termination of employment.

F. AVAILABILITY OF SICK LEAVE UPON CHANGE IN POSITION

1. Any unused accrued sick leave will remain available when an eligible employee changes positions within the University from a position in which sick leave accrues to another position in which sick leave accrues.

2. If an eligible employee changes positions from a position in which sick leave accrues to a position in which sick leave does not accrue, such as to a per diem appointment, any unused accrued sick leave will no longer be available but a record of that accrued sick leave will be maintained by the University so that the sick leave may be reinstated: (1) if the employee later changes to a position in which sick leave accrues; or (2) for conversion to University of California Retirement Plan (UCRP) service credit and/or retiree health service credit if the employee retires, in accordance with UCRP and University of California Group Insurance Regulations (GIR) provisions.

3. Any unused available sick leave will remain available when an eligible employee changes between per diem positions within the University. If an employee changes from a per diem position to a position in which sick leave accrues, the sick leave from the per diem position will no longer be available but a record of that sick leave will be maintained by the University so that the sick leave may be reinstated: (1) if the employee later transfers to a per diem position; or (2) for conversion to UCRP service credit and/or retiree health service credit if the employee retires, in accordance with UCRP and GIR provisions.

G. RECORDING SICK LEAVE BALANCES AND USE

1. Non-Exempt Employees: The University will record sick leave used by non-exempt employees to the nearest quarter hour.

2. Exempt Employees: The University will record sick leave used by exempt employees in full-day increments or in increments not less than that portion of the day during which an employee on less than full-time pay status is normally scheduled to work. The foregoing does not apply when an employee is taking FML on an intermittent or reduced schedule basis. See Sections B.1.d of Article 14 – Leaves of Absence.

H. SEPARATION FROM EMPLOYMENT AND REINSTATEMENT OF SICK LEAVE

1. An employee does not receive pay for sick leave upon separation from University employment.

2. An employee who separates from the University and is rehired into a position eligible for sick leave within twelve (12) months from the date of separation will have all unused sick leave from the employee's prior service reinstated and available for use unless the sick leave balance was previously converted to UCRP service credit and/or retiree health service credit upon retirement. If the separation is for more than twelve (12) months, any unused sick leave will not be reinstated. For purposes of this subsection only, service with the State of California (including UC Law San Francisco) and the California State University will be treated as University service.

3. An employee who is laid off and subsequently reemployed during the period of recall and preferential rehire status will have all accrued and unused sick leave reinstated.

4. An employee who retires from UCRP within four months of separating from University employment and elects monthly retirement income will have any unused sick leave converted to UCRP service credit under the terms and conditions of the UC Retirement Plan. Savings Choice participants who establish a retirement date and elect UC retiree health coverage will also have any unused sick leave converted to retiree health service credit under the terms and conditions of the GIRs. Unused sick leave is not converted to service credit in a lump sum cashout of retirement benefits.

ARTICLE 28 - STIPENDS AND OUT-OF-CLASSIFICATION ASSIGNMENT

A. NON-EXEMPT EMPLOYEES

1. An employee who is temporarily assigned by the University to perform, on a full-time basis, all of the duties of a position in a higher classification for fifteen (15) consecutive working days or more and who substantially fulfills the responsibilities of that higher role shall be paid temporary compensation as follows:

    a. Either the minimum of the higher position's range, or at least four percent (4%), whichever is higher.

    b. Such pay will become effective on the sixteenth (16th) day of the assignment retroactive to the first day of the assignment.

2. When the University temporarily assigns an employee some but not all of the duties of a position in a higher classification, the University may pay all or a proportional amount of the payments indicated above.

3. An employee who is temporarily assigned to perform the duties of a position in a lower paying classification shall continue to receive the employee's regular rate of pay.

4. Out-of-classification assignments are temporary and must have a set end date.

B. EXEMPT EMPLOYEES

1. An administrative stipend shall be provided when an employee is temporarily assigned, for a period of at least thirty (30) consecutive working days, responsibilities of a higher level position or other significant duties not part of the employee's regular position. Stipends shall not be used to address regular workload demands for exempt employees whose positions allow~~s~~ for an occasional work schedule of more or less than the normal forty (40) hours in a week.

2. The stipend amount cannot exceed twenty-five percent (25%) of the employee's base salary. The stipend amount shall be applied in accordance with local guidelines. Employees shall not be assigned duties that would warrant a stipend amount exceeding twenty-five percent (25%) of the employee's base salary as defined by local guidelines.

3. The payment of administrative stipends is intended to be temporary, must have a set end date, and generally should not exceed twelve (12) months. After twelve (12) months, an employee may request a review of the classification of their position pursuant to Article 30 – Transfer, Promotion, and Reclassification.

ARTICLE 29 - TRAINING AND DEVELOPMENT

A. GENERAL CONDITIONS

1. Employees may participate in University career-related or position-related training/ development programs, subject to approval by the University. Subject to operational considerations, employees shall be granted flexible or alternate work scheduling, leave without pay, leave at full or part pay, full or part payment of fees and expenses, and/or temporary or part-time reassignment in another department, provided that all of the following condition are met:

    a. The employee has completed their probationary period; and

    b. The employee's performance is satisfactory or better; and

    c. Participation in training/development programs during scheduled work hours is approved in advance by the University.

2. When the University requires attendance at a training/development program, the University will pay the fees and related costs for materials, travel and per diem, and the employee's attendance at the actual program shall be considered time worked.

    a. Training/development which is suggested or recommended, but not required, is not "required" within the meaning of this Article.

    b. Training/development for the acquisition or maintenance of a license mandated as a job qualification shall not qualify as "required" within the meaning of this Article. However, nothing precludes the University from paying for the costs of acquisition or maintenance of such a license.

    c. Travel and per diem shall be administered in accordance with Article 31 – Travel Reimbursement.

3. Employees attending University courses or seminars shall be eligible for fee reductions applicable to other staff employees at their location. Employees attending University courses or seminars shall not be eligible for the services or facilities of counseling centers, gymnasium, or student health services incidental to such reduced-fee registration.

4. Non-probationary career employees who are residents of the State of California are eligible to enroll in regular session courses for up to nine units or three courses per quarter or semester, upon payment of one-third of the Student Services Fee and one-third of the Tuition. For purposes of clarification, regular session courses are those which are state-supported and do not include programs that do not receive state funding and are funded exclusively from self-generating revenue. In the event the University provides additional Student Services Fee and Tuition reductions to other eligible staff employees, the employees in this unit shall receive such fee reductions, to the same degree that other staff employees are so eligible.

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

6. Nothing contained in this Agreement will preclude the University from granting additional training/development opportunities.

7. In the event the University establishes new training/development programs, employees shall be eligible to participate in such programs to the same degree as other staff employees.

B. RELEASE TIME AND SCHEDULING

1. An employee who has completed the probationary period who wishes to participate in a training/development program during work time shall request advance approval in accordance with local procedures.

    a. On completion of the program, the employee may be required to submit verification of successful completion of the program and attendance at the program.

    b. Participation in training/development programs during scheduled work hours must be approved by the University in advance. Such leaves must not interfere with staffing requirements.

2. A non-probationary exempt employee is eligible for up to five (5) workdays and non-probationary non-exempt employees are eligible for up to forty (40) hours of paid release time for University career-related or position-related training/development per calendar year, prorated based on their full-time equivalent (FTE).

    a. Time spent in University-required training/development courses shall not count against the release time provided above. Other training/development courses which are not required shall count against the release time provided above.

    b. Time spent in University-required career-related or position-related training/ development programs shall not count against the release time provided above. Other career-related or position-related training/development which is not required shall count against the release time provided above.

    c. Except as described below, such paid release time may not be accumulated or carried over from year to year, and must be scheduled according to staffing requirements.

    d. Nothing precludes the University from granting additional release time for training and development.

3. No later than November 1 of any year, an employee may submit a written request in accordance with local procedures to carry over paid release time for University career-related or position-related training/development. Such requests will be considered on a case-by-case basis and shall not be unreasonably denied. Any hours approved for carry-over must be used by the end of the following calendar year and may not carry-over to any subsequent year. The provisions of Section B do not apply to home study courses.

4. Training/development leave hours may be used for the time spent taking certification exams that are in furtherance of University career-related or position-related training/ development.

ARTICLE 30 - TRANSFER, PROMOTION, AND RECLASSIFICATION

A. DEFINITIONS

1. Transfer: The change of an employee from one position to another position within the bargaining unit which is in a class having the same salary range maximum.

2. Promotion: The change of an employee from one position to another position within the bargaining unit which is in a class having a higher salary range maximum.

3. Reclassification: A change in the classification of a position to a different classification within the bargaining unit.

4. Reclassification from a unit to a non-unit position will occur per Article 01 – Recognition.

B. RELEASE TIME FOR UNIVERSITY INTERVIEWS

Employees who are scheduled for a University job interview at the same location as the employee's current position or at another systemwide location other than their own, shall be granted reasonable time off with pay, as determined by the University, if the interview has been scheduled during the employee's normal work hours. Paid time off under this provision shall not exceed four (4) hours per interview.

C. FILLING VACANT POSITIONS

1. An active vacant bargaining unit career position shall be filled in the following order:

   a. by recall of a qualified indefinitely laid off non-probationary career employee in accordance with Article 12 – Layoff and Reduction in Time,

   b. by preferential rehire of a qualified indefinitely laid off non-probationary career employee in accordance with Article 12 – Layoff and Reduction in Time, and

   c. by any other qualified applicant.

2. An eligible employee who has been laid off and is rehired at another University location within the employee's period of recall will be eligible for the following, only if the employee is eligible for recall, as a result of no break in service:

   a. reinstatement of all sick leave accumulated from prior service,

   b. reinstatement of vacation accrual rate,

   c. calculation of University service based on full-time equivalent months (or hours) of University service, and

   d. buy-back of UCRS service credit according to the University Benefit Regulations.

3. When "other qualified applicants" are substantially equally qualified, the University shall first consider providing transfer and promotion opportunities to qualified career employee applicants, including considering their work performance history and experience.

    a. Among equally qualified employee applicants for promotion or transfer, seniority and performance in positions with relevant experience will be given substantial weight.

    b. An employee who was interviewed for a transfer or promotion within the bargaining unit and was not selected may request an explanation of the reason for non-selection. The University shall provide a response within ten (10) business days of receipt of the employee's request.

4. In those instances where the University is considering the employment qualifications of individuals available for reasonable accommodation or reemployment following medical separation, the provisions of Section C.1 need not apply.

D. EMPLOYEE TRANSFERS/PROMOTIONS

1. In considering an employee for transfer and promotion, the University shall consider the employee's University work, performance, and experience.

    a. This may include consideration of licensure, certifications, experience, seniority, skills and abilities, performance evaluations, job references, and disciplinary issues within the last two years, if any.

2. Upon promotion, an employee shall be granted a salary increase at least to the minimum of the new salary range or four percent (4%), whichever is greater, provided that the new rate does not exceed the maximum of the new class.

3. In accordance with each location’s practice, the University shall inform employees of career development and/or training programs which might assist them with transfers and/or promotions.

4. All employees who are transferred and/or promoted will receive all documentation in a written statement of employment, per Article 05 – Employment Information.

E. REQUEST FOR RECLASSIFICATIONS

1. Classification Review Process

    a. An employee, or the Union on the employee’s behalf, may request a review of the classification of their position. The review shall be based on the employee's job description, as approved by the employee's supervisor.

    b. If the employee makes the request for review of a classification and the supervisor fails to respond within sixty (60) calendar days, the employee may forward the request to the designated University office responsible for classification review.

    c. The response from the University office, as soon as practicable but no later than ninety (90) days, shall be directed to the supervisor with a copy to the employee.

d. An employee may request a review of a decision denying a reclassification. The request for a review shall be made in writing to the Human Resources Office within thirty (30) calendar days of the date on which the reclassification decision was issued. The request shall state the basis upon which the employee is requesting a review. The result of the review shall be issued in writing by a representative of the Human Resources Office. The representative who issues the second decision may not be the same individual who performed the initial review.

2. Salary Adjustments

a. Any salary increase resulting from a reclassification shall be retroactive to the first of the month, or first full pay period following the first of the month for biweekly paid employees, following the date on which the request to the designated University office was received.

b. Upon upward reclassification, an employee shall be granted a salary increase at least to the minimum of the new salary range or four percent (4%), whichever is greater, provided that the new rate does not exceed the maximum of the new class.

c. Upon reclassification to a position with a different salary range maximum, an employee shall receive a salary that is within the range of the new classification.

3. Employees in Entry Level (I) Title

a. Employees in Entry Level (I) titles (e.g. Student Services Advisor I, Research Compliance Analyst 1, etc.) may request to be reviewed for promotion to Intermediate Level (II) titles (e.g. Student Services Advisor 2, Research Compliance Analyst 2, etc.) when they have served two (2) full years in the position.

b. The following obligation shall occur only once and shall not be subject to repetition under this or any successor Agreement: Within one hundred and eighty (180) days of ratification of this Agreement, the University shall initiate the review process for employees in Entry Level (I) titles who met the eligibility requirements for their experience grade, as set forth in Section E.3.a, as of the date of ratification. No employee who becomes eligible after the date of ratification shall be included pursuant to this provision. Nothing herein guarantees promotion, and promotions, if any, shall remain subject to the University's established criteria and approval processes. This provision shall not establish any ongoing, recurring, or future obligation.

c. Nothing precludes the University from promoting an employee at any time when experience, job duties and/or specialized knowledge warrant promotion.

ARTICLE 31 - TRAVEL REIMBURSEMENT

A. GENERAL PROVISIONS

Employees are eligible to receive travel reimbursement in accordance with applicable University policies and/or procedures.

B. REIMBURSEMENTS

1. The policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to travel reimbursement(s) shall be applied, changed, or implemented for employees covered by this Agreement in the same manner as for other staff employees in the University.

2. The University may determine, on a department-by-department basis and consistent with the Business and Finance Bulletin, the requirements for reporting travel expenses.

3. Reimbursement rates reflect the maximum daily reimbursement provided for specific subsistence expenses, including meals. Only actual reasonable expenses may be reimbursed, including but not limited to mileage, transportation, toll fees, and parking fees.

4. When subsistence expense(s) are paid directly by the University, the employee's per diem reimbursement eligibility will be reduced accordingly.

5. University-approved out-of-state lodging expenses will be reimbursed based on the expenses actually incurred as supported by receipts, provided the University gave prior approval for or requires actual-expense reimbursements.

ARTICLE 32 - UNION ACCESS AND RIGHTS

A. USE OF FACILITIES

1. Access

The parties acknowledge both the University's right to establish and enforce reasonable access rules and regulations at each location, consistent with applicable law and this Agreement, and Union representatives' right to access University facilities for the purposes of conducting representational work, subject to each location's reasonable policies and procedures, applicable law, and this Agreement. The Union will designate and update the University regarding representatives who are not University employees to be given access to University facilities.

a. Such designees may visit the facility at reasonable times to discuss with the University or bargaining unit members matters pertaining to this Agreement.

b. Such internal Union business as membership recruitment, campaigning for Union office, hand billing or other distribution of literature, and all other Union activities shall take place during non-work time. Employee rest and meal periods are non-work time for the purposes of this Article.

c. Patient Care Areas

i. Union representatives shall not impede, interfere with, or obstruct patient care delivery, or business operations, or compromise private health information.

ii. Union representatives shall have access to patient care areas only as necessary for travel to and from Union business. Union representatives shall not contact employees in or use patient care areas when conducting Union business. If the designated location official and the Union representative mutually agree that a visit to a patient care area is necessary to adjust grievances, and contract related issues, access to patient care areas will be granted. "Patient care area" includes:

a) Chart rooms and rooms that function as or are in the nature of chart rooms;

b) Nursing stations;

c) Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria;

d) Libraries or study areas located within patient care areas;

e) Patient floor and operating room area corridors; and

f) Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.

2. U.S. Mail Delivery

United States mail on which postage has been paid and which is received by the University bearing the name of the employee and correct specific address will be distributed to the employee in the normal manner.

3. Use of Mailboxes

In locations where employees have mailboxes, the Union may reasonably use such boxes in accordance with the location's procedures in effect at the time of the use.

4. Email Use

UAW designated employee representatives may use University communication platforms for the purpose of conducting Union business, in accordance with applicable University policy regarding electronic mail/electronic communications. The University will ensure that electronic communications from the Union to employees' University email accounts are not unreasonably blocked or diverted by the University.

5. Meeting Rooms

The Union shall be granted use of general purpose meeting rooms. Such use shall be arranged in advance with the designated location office in accordance with the usual practice for employee organizations and will not be unreasonably denied. Room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for purposes such as teaching, patient care related purposes or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative space.

6. Bulletin Boards

The Union shall have access to general purpose bulletin boards and shall have the use of those bulletin boards (including electronic bulletin boards, where available, in accordance with reasonable local policies and procedures). Materials to be posted shall be dated and shall include a contact email to which University representatives may direct questions. At those locations where the University is responsible for posting material on bulletin boards, the University will promptly post copies of material provided by the Union within one (1) business day.

B. EMPLOYEE INFORMATION

1. Directory Information

Within ninety (90) days following ratification of the Agreement, and once per week thereafter, the University shall provide the Union the following information, where available, in a computer readable form:

a. employee name,

b. employee identification number,

c. employment record action (Type change code/ADC Update and Type change description/Action Description),

d. bargaining unit,

e. location/business unit,

f. job indicator (primary/secondary),

g. employment record number,

h. job title (code and name),

i. dues enrollment status,

j. annual pay rate at 1.0 FTE,

k. step,

l. appointment percentage,

m. represented status,

n. most recent date of hire in a bargaining unit position by active EMPL record,

o. earliest date of hire in a bargaining unit position by active EMPL record,

p. job expected end date,

q. department (ID and description),

r. home address,

s. home phone,

t. personal cell and personal email (if known),

u. work email,

v. work phone,

w. leave of absence information (start date, end date, code and description),

x. separation information (effective date and reason),

y. work locations (building, floor, room) if applicable.

2. If an employee has elected to have their home address, personal cell and personal email protected under applicable federal or state law, such information for that employee shall be removed from this list and shall not be released to the Union as a condition of employment.

3. The job title provided as per Section B.1.h shall be identical to the employee's classification.

4. Diversity Information

   a. After receiving a request from the Union, the Office of the President shall supply the Union, on no more than an annual basis, the following aggregate information for employees: gender and race/ethnicity. The University will send this aggregate information to the Union within thirty (30) days after UCOP receives the Union's request.

   b. Neither party waives any right it may have to seek or withhold information regarding race/ethnicity and gender by department when necessary for representation purposes.

   c. The Union shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this information. The University will give the Union notice of initial costs and any significant changes to those costs prior to the time they are incurred.

C. PUBLICATION OF THE AGREEMENT

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

D. RELEASE TIME FOR EMPLOYEE REPRESENTATIVES

1. For the purposes of receiving paid release time as provided in this section, the Union may designate four (4) members of the bargaining unit as employee representatives at each location. Additionally, if the location has more than two hundred (200) bargaining unit members, the Union may designate one (1) additional employee representative for each one hundred (100) bargaining unit members. The Union shall not designate more than one (1) employee representative per department unless the department has more than two hundred (200) employees in which case there can be up to one (1) per one hundred (100) employees. The function of the Union employee representative shall be to inform employees 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. The Union shall notify the campus labor relations office of the names and locations of the designated representatives, as soon as practicable following such designation.

3. The University shall not unreasonably deny these employee representatives necessary release time to perform responsibilities related to Section D.1 above.

    a. The total cumulative use of paid release time for such employee representative shall be limited to ten (10) hours in any one month, except as granted on a non-precedential basis by the University. University convened meetings pursuant to Article 07 – Grievance and Arbitration, shall not be deducted from this block of time.

4. Should a question of possible abuse of these release time provisions arise, the University will notify the Union, and the parties will attempt to resolve the matter.

E. RELEASE TIME FOR BARGAINING

1. The University will provide release time in without-loss-of-straight-time-pay status for up to fourteen (14) designated employee bargaining team members. There shall be no more than two (2) representatives from any location.

2. The Union shall provide the University with written confirmation of the designated bargaining team members and alternates at least thirty (30) calendar days prior to the first bargaining session, or as soon as is practicable. In the event the Union permanently replaces any designated member, the Union shall provide the Office of Labor Relations with written notification of the name of the permanent replacement seven (7) calendar days in advance of the scheduled bargaining session or as soon as is practicable.

3. The University will provide release time for designated team members in a without-loss-of-straight-time-pay status to attend scheduled bargaining sessions for negotiations and for reasonable travel time to and from scheduled bargaining sessions.

4. Such release time in without-loss-of-straight-time-pay status shall be provided only for attendance at, and reasonable travel time to and from, scheduled negotiation sessions, and only for days on which the team member would have been scheduled to work. Such hours shall not exceed the bargaining team member's actual scheduled work hours for any one day of a scheduled bargaining session, not to exceed forty (40) hours per week. Such release time shall not count in the calculation of overtime or other ancillary pay/premiums.

5. Bargaining sessions are defined as scheduled meetings and related caucuses during meeting days for the purpose of negotiating terms and conditions of the collective bargaining agreement. If no meeting actually takes place during the scheduled meeting day as the result of the University's unavailability to appear at the bargaining table, or the University agrees that a full-day Union bargaining team caucus is necessary to the bargaining process, the day without a meeting shall be designated as a "bargaining session." The travel time included in the release time without loss of straight-time pay status is the reasonable amount of time for direct travel to and from the bargaining team member's place of employment.

6. Employee bargaining team members shall provide their supervisors with written notice of their intent to attend scheduled bargaining sessions as soon as practicable, but not less than fourteen (14) days prior, following the scheduling of bargaining sessions. A bargaining team member may be denied release time for bargaining, if written notice is not provided at least fourteen (14) calendar days prior to the scheduled bargaining, unless the parties

agree otherwise. In the event a bargaining session is scheduled with less than fourteen (14) calendar days advance notice, the University will ensure release time for primary and/or alternate members of the bargaining team is granted.

7. In order to facilitate successor negotiations, fourteen (14) employee representatives shall receive five (5) days of paid release time in order to prepare and provide the University with the Union's Notice of Intent to Negotiate the Agreement, and a comprehensive set of initial proposals prior to the commencement of negotiations.

8. Attendance by a bargaining team member at scheduled bargaining sessions, and reasonable travel time to and from scheduled bargaining sessions, shall constitute fulfillment of the employee's work obligation for that day.

9. The University shall make a good faith effort to modify a bargaining team member's work schedule in order to accommodate their participation in bargaining sessions.

F. ACCESS FOR THE PURPOSE OF EMPLOYEE ORIENTATIONS

1. The Union shall have thirty (30) minutes to conduct a Union presentation in conjunction with and as an integral part of each new employee orientation (NEO) or welcome event where employees are present and during which employment status, rights, benefits, duties, responsibilities, or any other employment-related matters are discussed. Locations will endeavor to hold monthly NEO's where bargaining unit employees are hired. If there is an agenda, the UAW Orientation shall be listed therein.

    a. Union Notice

        i. The University will provide the Union with the dates and times of the new employee orientations, along with the contact information of the person in charge of scheduling the orientation at least thirty (30) calendar days prior to the scheduled orientation(s). Where there is an urgent need critical to the University's operations that was not reasonably foreseeable, the notice period may be shortened.

        ii. The University will provide the Union with the name, payroll title, and department of all bargaining unit employees anticipated to attend at least fifteen (15) calendar days prior to the scheduled orientation(s).

    b. The University shall provide the Union with a copy of the attendance list of all bargaining unit members attending the new employee orientation within five (5) business days following the new employee orientation.

    c. The University shall provide the Union with logistical details about the orientation space and technology (e.g. room capacity, projector, etc).

    d. Employees shall be on paid time for the duration of the UAW Orientation and reasonable travel time back to their primary work location. The University shall notify employees of said paid time and that attendance at a UAW Orientation is required.

    e. At the University's new employee orientation or welcome event, packets of information supplied by the Union will be distributed to employees by the Union.

i. When the NEO is held via electronic methods the Union must provide the University with an electronic version of the materials to be distributed at the NEO no less than forty-eight (48) hours prior to the commencement of the NEO. Where materials are not provided by the University at the NEO, the Union will be responsible for distributing their packets.

2. Attendance at a UAW Orientation is required for all employees.

   a. If the employee does not attend an in-person UAW Orientation within the first thirty (30) days of employment, the Union shall have the right to conduct a make-up orientation with the employee at the worksite for thirty (30) minutes on paid time, within ten (10) days of the Union's request. Employee representatives attending the orientation shall have the time deducted from their ten (10) hour monthly banks pursuant to Section D.3.

   b. When an employee misses their mandatory UAW Orientation the UAW shall be responsible for contacting the employee to schedule a make-up.

3. The University shall not be present during any UAW Orientation, make-up orientation, or Union presentation, and shall have no obligation or responsibility for, nor shall it monitor, the content thereof. The University shall not attempt to dissuade attendance of employees at, nor communicate regarding the UAW Orientation other than as provided for in this Article. The University shall direct employees with questions regarding the UAW Orientation to the Union's location representatives. For UAW Orientations held at an NEO, both parties agree that their respective section of the agenda shall not disrupt, interrupt, or interfere with the other.

ARTICLE 33 - UNION SECURITY

A. DUES AND INITIATION FEES

The University shall deduct membership dues and standard initiation fees from the retirement in-unit gross earnings of employees upon notification from the Union as provided in Section D. The University shall remit dues and standard initiation fees to the Union on a monthly basis. The Union will provide the University with the formula for calculating the dues and standard membership initiation fees. On a monthly basis, the University will provide a list of employees by name, department (ID and Description), total in-unit gross monthly pay, job code, and amount of dues deducted.

B. VOLUNTARY COMMUNITY ACTION PROGRAM (V-CAP)

The University agrees to provide a voluntary check off for the Union Voluntary Community Action Program (V-CAP) in accordance with the following provisions:

1. The Union shall provide the University with a list via Microsoft Excel spreadsheet, or a mutually agreeable alternative format.

2. The employee must be an active dues paying member for the V-CAP deduction to occur.

3. The V-CAP deduction shall be in a flat dollar amount from the retirement in-unit gross earnings and shall be deducted from the employee's first paycheck of the month.

4. This provision is for regular recurring payroll deductions and shall not be used for one time deductions.

5. V-CAP collections will be remitted to the Union on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the FTP GoAnywhere site or a different platform identified by the University.

C. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues deductions or any part thereof, or fails to remit to the Union such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the deduction amounts within thirty (30) calendar days of the written notice from the Union.

2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues deduction amount in any given pay period, until the complete dues deductions have been made. In the event an employee's employment terminates while still owing dues to the Union, the amount owed shall be taken from the employee's final paycheck. In no event shall the University owe the Union dues that are the responsibility of the employee. It is expressly understood and agreed that if the error results in payment of more than the

correct amount and the Union has received the funds, the Union shall reimburse the employee accordingly.

3. The University shall not be responsible for those portions of Union payroll deductions that the employee's net earnings are insufficient to cover in any pay period.

4. If the parties cannot agree on the amount of the appropriate deduction only the Union may file a grievance concerning the same.

D. CERTIFICATION AND MAINTENANCE OF DEDUCTION INFORMATION

1. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in-unit earnings based on retirement gross earnings.

2. The Union will either deliver an electronic file in Excel (*.xls) format to UCPath or upload files to the GoAnywhere or a different platform identified by the University. Such deduction information shall include dues, initiation fees and V-CAP deductions. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.

3. For employees who are paid monthly, the deduction file shall be transmitted electronically no later than the 15th of each month. For employees who are paid biweekly, the deduction file shall be transmitted no later than the Friday before the end of the biweekly pay period.

4. In the event that the 15th does not fall on a University business day, the Union will deliver the list on the following business day. The University agrees the changes will be made in time to affect the next payroll with a pay period end date that falls on or after the date the deduction information is received.

5. The Union will solely maintain the dues deduction and V-CAP authorization(s), signed by the employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.

6. The Union list to be submitted in the format provided in Appendix D to the University designee shall include:

    a. Location/business unit code,

    b. Location Name (Campus/Medical Center),

    c. Bargaining Unit,

    d. Employee identification number,

    e. Employee name (last, first),

    f. Action codes: "A" = Add; "C" = Change; "S" = Stop,

    g. Deduction Codes: "D"=Dues; "IF" = Initiation Fee; "PA" Political Action (V-CAP) ,

h. V-CAP amount.

7. If the Union is unable to resolve any disputes regarding this Section informally at the location level, any formal grievance may be filed at the Office of the President.

E. FEES FOR PROVIDING PAYROLL DEDUCTIONS AND LISTS

1. The Union shall be responsible for all reasonable initial and ongoing programming and monthly processing costs associated with payroll deductions, V-CAP checkoff, and providing any lists referenced in this Article. Payment for costs must be remitted to the University in advance of development, configuration, and implementation.

2. For each monthly remittance to the Union, the University shall charge the Union and deduct from the amount being remitted $10.00 plus $.07 per employee for whom the University makes payroll deductions.

F. WAIVER OF LIABILITY

The Union shall indemnify the University for any claims made by the employees for deductions made by the University, including reasonable costs associated with such claims, in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.

ARTICLE 34 - UNIVERSITY BENEFITS

A. HEALTH AND WELFARE BENEFITS

1. Eligible employees may participate in the benefit programs and plans generally available to other eligible staff employees of the University.

2. 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.

3. The University may, at its option alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, adjusting pay bands, altering rates of contribution, changing the carrier for established plans or programs, or changing the administrator of such plans. However, the University will notice the Union and, upon request, meet to discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the University's objectives. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus.

    a. The sole exceptions to the University's ability to make changes without negotiations pursuant to Section A.3, shall be:

        i. any alterations proposed by the University which affect only bargaining unit employees,

        ii. changes to the monthly premiums and contributions to be paid by employees in the bargaining unit depending upon the medical plan they have selected, their coverage and their applicable pay band, in accordance with Section A.6 below.

    b. In such case(s), the University agrees to meet and confer with respect to the proposed change.

4. Employee costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by employees, normally through payroll deduction.

5. Effective as of the date of ratification, the following terms shall apply:

    a. Employees are subject to the general health care premium rates for employees published on UCnet.

    b. Starting in 2027 and using the 2026 health care premium employee rates published on UCnet as the baseline, the University shall impose a 5% annual cap on UC Blue & Gold employee premium increases and a 7.5% annual cap on Kaiser employee premium increases every year through the life of the contract. This means, for example, that in 2028, the 2027 published rates will serve as the baseline for the 5% (UC Blue & Gold)%/7.5% (Kaiser) cap applied to 2028 rates.

c. Through the life of the contract, employees enrolled in UC Blue & Gold and Kaiser shall have the following offsets applied to their premium rates.

	Self	**Self + Child**	**Self + Adult**	**Family**
Pay Band 1	$26	$48	$128	$156
Pay Band 2	$15	$35	$119	$147
Pay Band 3	$9	$37	$119	$182
Pay Band 4	$19	$58	$154	$244

d. Offsets only apply to employee's health care premium costs.

B. RETIREMENT BENEFITS

1. The University maintains several retirement and savings plans for eligible University employees, which collectively constitute the University of California Retirement System (UCRS). Eligible employees may participate in a number of retirement plans generally available to other eligible staff employees of the University.

2. The University may, at its option, alter the existing UCRS plans and establish new retirement and/or savings plans for the UCRS. Such alterations include but are not limited to altering the eligibility criteria; altering or deleting current benefits; changing rate of employee contribution subject to Section B.3 below; or changing the carrier or administrator for established plans or programs. In the event the University makes such alterations, the changes will apply to employees eligible for retirement benefits in the same manner as they apply to other eligible non-represented staff employees at the University.

   a. The sole exceptions to Section B.2 above shall be:

      i. Any alterations proposed by the University which affect only bargaining unit employees,

      ii. Any proposed increases to the rate of employee contribution.

   b. In such case(s), the University agrees to meet and confer with respect to the proposed change.

3. The 2016 Retirement Choice Program (Pension Choice and Savings Choice) will apply to all eligible employees hired, rehired following a break in service, or who become UCRP eligible on or after June 1, 2017, on the same terms as applied to non-represented staff employees.

4. Second Choice Window for Savings Choice Participants.

   a. Active participants in Savings Choice are eligible to make a "second choice" of primary retirement benefits and may switch prospectively from Savings Choice (defined contribution "401k style") to Pension Choice (defined benefit pension), and become members of the UC Retirement Plan (UCRP) coinciding with the start of the new plan year.

   b. The second choice window shall open on January 1st of the fifth (5^{th}) anniversary of the calendar year in which the Savings Choice election was made and extends through May 31st five (5) years later.

   c. The window shall open regardless of employment status, however, election to switch from Savings Choice to Pension Choice during a second choice window may only be made by active Savings Choice participants which shall include employees on an unpaid or paid leave of absence.

   d. Second choice election may be submitted by active Saving Choice participants at any time during their second choice window.

   e. The effective date of the active participant's second choice election to switch to Pension Choice shall depend on the timing of the election submission.

   f. Elections submitted June 1st through May 31st the next following year shall be effective July 1st immediately following the May 31st annual submission deadline.

   g. Once the second choice election is made, the decision to enroll in Pension Choice cannot be revoked. Savings Choice account balances belong to the employee. On the date the change takes effect, contributions from the employee and UC to Savings Choice account will stop, and contributions to UCRP will begin. Service credit earned as a participant in Savings Choice will count towards vesting in UCRP and toward retiree health benefits. Service credit earned as a participant in Savings Choice will not count as UCRP service credit towards the calculation of pension.

C. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. Temporary Layoff/Temporary Reduction in Time/Furlough

   Health plan contributions by the University will be provided for the employees, in accordance with Section A, above, when the employee is affected by: temporary layoff; temporary reduction in time below the hours required to be eligible for health benefits; or furlough. For health plans to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable plan documents, rules and/or regulations.

2. Military Leave

   An employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive all benefits related to employment which are granted when an employee is on pay status as per University policy.

3. Leaves of Absence Without Pay

a. Approved leave without pay shall not be considered a break in service and, except as provided in Section C.3.c, below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.

b. Except as provided in Section C.3.c, below, an eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of the leave.

c. An employee on an approved Family and Medical Leave (FML) shall be, if eligible, able to continue participation in health plan coverage (medical, dental, and optical) as if on pay status as follows:

   i. When the employee is on an FML leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.

   ii. When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve (12) month period. For purposes of Military Caregiver Leave, the "single twelve (12) month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.

   iii. When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.

   iv. When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve (12) month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

   v. When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after the employee's FMLA entitlement is exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

d. To continue health plan coverage during an approved FML leave, an employee must continue to make any contributions that they made before taking leave. For any paid portion of the leave, employee contributions will continue to be deducted from the employee's paycheck. Failure of the employee to pay their share of the health insurance premium may result in loss of coverage.

D. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found online at UC benefits website: https://ucnet.universityofcalifornia.edu/benefits/. Benefit programs include offerings such as the Dependent Care Flexible Spending Account (DepCare FSA), described below, and

the Health Flexible Spending Account (FSA). The Union understands and agrees that the descriptions contained online do not completely describe the coverage or eligibility requirements for each plan.

2. DepCare FSA

    a. The DepCare FSA Program is a federal program which allows employees to place funds in a pre-tax account for the purpose of paying childcare costs as determined by Internal Revenue Service regulations and documented in the University's plan documents.

    b. The University's program may be found at https://ucnet.universityofcalifornia.edu/forms/pdf/depcare-fsa.pdf and https://ucnet.universityofcalifornia.edu/benefits/home-family/depcare-fsa/.

    c. Employees may contribute up to the federal cap.

3. Health FSA

    a. The University's Health FSA allows employees to set aside pretax money each year for the purpose of paying healthcare expenses as determined by Internal Revenue Service regulations and documented in the University's plan documents.

    b. The University's program may be found at https://ucnet.universityofcalifornia.edu/benefits/health-welfare/health-fsa/.

    c. Employees may contribute up to the federal cap.

4. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

ARTICLE 35 - VACATION LEAVE

A. ELIGIBILITY FOR VACATION LEAVE

1. The University provides vacation benefits to employees holding career, limited, or floater appointments with a full-time equivalent (FTE) of fifty percent (50%) or more for a period of six (6) continuous months or longer.

2. An employee does not earn vacation credit for time on pay status in excess of a full-time work schedule.

3. An eligible employee whose FTE is reduced below fifty percent (50%) will no longer accrue vacation leave.

B. ACCRUAL OF VACATION LEAVE

1. Eligible employees begin to accrue vacation leave from the first day of their appointment.

2. An employee accrues vacation leave based on FTE, years of qualifying service, and hours on pay status at the rates specified below. A month on pay status at one-half time or more is counted as a month of qualifying service, and a quadriweekly cycle on pay status at one-half time or more is counted as a quadriweekly cycle of qualifying service.

3. Eligible employees appointed at less than full-time status accrue vacation leave on a pro-rata basis. If an employee's FTE is fifty percent (50%) or more for six (6) or more months but actual time worked is less than fifty percent (50%), the employee will accrue vacation in proportion to the time worked.

4. Vacation credits are based on hours on pay status, including paid holidays. Overtime hours are excluded when calculating vacation leave accrual.

5. Accrued vacation leave is credited and available for use on the next working day following each month or quadriweekly pay cycle, except that eligible separating employees earn proportional vacation leave through their last day on pay status.

6. Accrual rates for employees (full-time status) shall be in accordance with the table below:

Years of Qualifying Service	Vacation Days Accrued Per Month/ Year (Approx.)**	Vacation Accrual Factor (Per Hour on Pay Status)	Maximum Vacation Hours
Less than 10	1.25 days per month 15 days per year	.057692	240
10 but less than 15	1.50 days per month 18 days per year	.069231	288

Years of Qualifying Service	Vacation Days Accrued Per Month/ Year (Approx.)**	Vacation Accrual Factor (Per Hour on Pay Status)	Maximum Vacation Hours
15 but less than 20	1.75 days per month 21 days per year	.080769	336
20 or more	2.00 days per month 24 days per year	.092308	384

**Full time rate.

7. Maximum Accrual Limit – A full-time employee shall not accrue vacation in excess of the maximum of two (2) times the employee's annual accrual. A part-time employee shall accrue vacation to a pro-rated maximum number of hours as a full-time employee with comparable years of service.

    a. Once an employee reaches the maximum accrual, no additional vacation leave may be accrued until the employee's vacation leave balance falls below the maximum.

    b. However, if an employee cannot schedule vacation within sixty (60) working days of reaching the maximum accrual limit due to operational considerations, the University will provide the employee an additional four (4) months within which to take vacation leave in order to bring the employee's accrual below the maximum. The employee continues to accrue vacation leave during these additional four (4) months.

C. USE OF ACCRUED VACATION LEAVE

1. An employee may not use vacation leave before it is accrued, except as authorized by the University during a curtailment leave, as outlined in Section D below.

2. An employee may request vacation.

    a. Accrued vacation shall be approved or denied by the designated University official.

    b. Vacation requests shall not be unreasonably denied.

    c. An approved vacation request shall not be unreasonably canceled.

    d. Upon request of the employee, the reason for denial of a vacation request shall be provided in writing.

3. Vacation leave requested by an employee will be scheduled in accordance with the University's operational needs and departmental procedures. Departmental procedures which restrict an employee's ability to schedule vacation shall be based on operational needs.

4. Employees separating from University employment may not use vacation leave on or after their last day of work, except that an employee who is retiring may use accrued vacation up to the effective date of retirement.

D. CURTAILMENT PERIOD

1. Curtailment for the purpose of this Article refers to periods when the University curtails or shuts down all or some of its activities, on a location-by-location basis, for periods of specific duration. By way of example and not limitation, such periods may represent opportunities for energy/cost savings and/or adjustments to reduce levels of work activity due to transition periods in the academic calendar and/or "seasonal" or "holiday" influences on scheduled work activities and/or the occurrence at or on University facilities of major public events and/or the occurrence of emergency or "forces of nature" situations adversely affecting normal University operations.

2. In the event of such total or partial closure or curtailment of operations, whether or not the University is able to anticipate such event, employees affected shall select one or a combination of the following options to cover their status during such period of time:

    a. Employees may use accrued vacation leave during the period. Employees without sufficient accrued vacation would be allowed to use up to three (3) days' vacation leave prior to actual accrual.

    b. Employees who do not wish to use vacation may elect to take a leave without pay during the closure. Notwithstanding the provisions of Section B above, if an employee is in leave-without-pay status due to a location closure which is three (3) consecutive days or less in duration, such a full-time or part-time employee shall not lose hourly vacation accruals.

3. Employees who do not select from Section D.2.a or D.2.b above or who do not qualify for Section D.2.a, or D.2.b above shall, for the period of time necessary, be placed in a leave-without-pay status. The hourly accrual provisions in Section D.2.b. above related to location closure(s) shall also apply to employees who are placed in leave-without-pay status.

4. With the exception of Winter Curtailment and with supervisor approval, employees in this unit who have a remote work/telework arrangement in place and who have meaningful work may work remotely during the curtailment period on days that would otherwise require the utilization of either vacation pay or leave without pay.

5. Nothing in this provision is intended to limit a location's discretion to allow remote or in-person work during curtailment consistent with operational needs.

E. VACATION LEAVE ACCRUAL DURING LEAVES OF ABSENCE

1. An employee continues to accrue vacation leave while on pay status. However, employees do not accrue vacation leave during any unpaid leave of absence, except for the first three (3) days of unpaid curtailment leave.

2. An employee on leave without pay and receiving temporary disability payments under the California Workers' Compensation Act accrues vacation leave on the same basis as if actually working, but accrued leave is credited to the employee only upon return to work.

F. VACATION LEAVE PAY

1. Pay during a vacation leave is at the employee's straight-time rate of pay in effect at the time the leave is taken, not the straight-time rate of pay in effect when the vacation leave was accrued.

2. An employee will be paid for any unused vacation leave accrued through their last day on pay status upon:

    a. Separation of employment from the University (resignation, termination, retirement, indefinite layoff or medical separation),

    b. Transfer, promotion, or demotion to a University position or location that does not accrue vacation leave.

3. An employee granted unpaid extended military leave is eligible for accrued vacation pay according to the provisions of Article 14 – Leaves of Absence.

4. Payment for unused vacation leave upon separation will be at the employee's straight-time rate of pay in effect as of the employee's last day on pay status. Payment of accrued vacation leave upon transfer, promotion or demotion to a position that does not accrue vacation leave will be based at the employee's straight-time rate of pay in effect at the time of the transfer, promotion, or demotion.

5. An employee who dies shall have any accumulated vacation credit paid to the employee in accordance with University policy.

G. AVAILABILITY OF ACCRUED VACATION LEAVE UPON CHANGE IN POSITION

Unless a conflict exists with the terms governing the new position, and except as provided in Section F, any unused accrued vacation leave will remain available when an employee changes positions within the University, with no break in service. The rate of pay for such vacation leave will be at the employee's straight-time rate of pay in effect at the time the leave is taken.

H. RECORDING VACATION LEAVE ACCRUAL AND USE

1. Employees are responsible for entering any vacation leave taken as follows:

    a. Non-Exempt Employees: The employee will record vacation leave used to the nearest quarter hour.

    b. Exempt Employees: The employee will record vacation leave used in full day increments, or in increments not less than that portion of the day during which an employee on less than full-time pay status is normally scheduled to work. If an exempt employee has exhausted all accrued vacation leave, absences of less than one (1) full day will not be deducted from the employee's salary. The foregoing does not apply when an employee is taking FML on an intermittent or reduced schedule basis. See Article 14 – Leaves of Absence.

I. CATASTROPHIC LEAVE DONATION PROGRAM

An employee may participate in a location's Catastrophic Leave Donation program, if any, in accordance with the provisions of that location's program.

J. FLOATING HOLIDAY

1. Non-probationary career employees in the unit shall be entitled to one (1) floating holiday per calendar year. The floating holiday must be used within the calendar year in which it is granted and shall not carry over to the following year. The floating holiday has no cash value, and an unused floating holiday remaining at the end of the calendar year shall be forfeited.

2. Use of the floating holiday shall be consistent with Section C.2–4.

3. The floating holiday may only be used on a day the employee is scheduled to work, or during curtailment. The floating holiday may not be used to increase an employee's regularly scheduled hours, provide pay on a non-scheduled workday, or result in overtime pay.

4. Compensation for Floating Holiday

   An eligible full-time employee shall receive eight (8) hours of floating holiday time, regardless of their work schedule. An eligible part-time employee shall receive proportionate holiday pay as set forth in Section C.2.c of Article 09 – Holidays. Eligibility for floating holidays is set forth in Section D of Article 09 – Holidays.

ARTICLE 36 - WAGES

A. GENERAL PROVISIONS

1. Eligibility and Effective Dates

   a. Employees covered by this Agreement shall be compensated in accordance with step structures which shall be established in accordance with the provisions outlined in Section C, below.

   b. Wage increases shall be effective on the first full biweekly or monthly pay period on or after the effective date of the increase.

   c. The initial wage structure shall remain in effect until implementation of the step structure as described in Section C except as modified by the increases in Section B unless modified by mutual agreement.

2. Title Code System Lookup (TCS)

   a. Once established, applicable wage rates will be reflected on the Corporate Title Code System Lookup (TCS) at: https://tcs.ucop.edu/home. In the event this web page expires and is replaced by a new title code system and corresponding web page, the University will provide thirty (30) calendar days' notice to the Union advising where such title code and wage rate information can be found online. The parties recognize that the actual wage rates paid to employees may vary slightly due to rounding.

3. Order of Increases

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

      i. Across the board pay range adjustment

      ii. Individual step increase

      iii. Individual equity increase

      iv. Increase resulting from promotion or reclassification

      v. Increase to the minimum of the pay range

B. ACROSS THE BOARD WAGE INCREASES

Following receipt of written notification from the Union of its ratification and acceptance of the entire Agreement with the University of California, the University will implement the following wage increases, within one hundred and twenty (120) calendar days, in accordance with the provisions of this Article:

1. Effective July 1, 2026, all employees shall receive a five percent (5%) increase to their base rate of pay. This increase will be applied to the base rate of each employee as well as the minimum and maximum rates of the pay ranges for each title.

a. Effective January 1, 2027 all current non-probationary career employees with an overall performance evaluation rating of satisfactory (or equivalent) or above, shall receive a one percent (1%) base building increase. Employees hired after January 1, 2027 are not eligible for this payment.

b. Within ninety (90) calendar days of ratification, all employees shall receive a one-time non-base building lump sum payment equal to one percent (1%) of base salary, which shall be treated as retirement eligible compensation. Employees hired after the date of ratification are not eligible for this payment.

2. Effective July 1, 2027, all employees shall receive a five percent (5%) increase to their base rate of pay. This increase will be applied to the base rate of each employee as well as the minimum and maximum rates of the pay ranges for each title.

3. Effective July 1, 2028, all employees shall receive a four percent (4%) increase to their base rate of pay. This increase will be applied to the base rate of each employee as well as the minimum and maximum rates of the pay ranges for each title.

4. Effective July 1, 2029, all employees shall receive a four percent (4%) increase to their base rate of pay. This increase will be applied to the base rate of each employee as well as the minimum and maximum rates of the pay ranges for each title.

C. STEP ESTABLISHMENT

1. Within sixty (60) calendar days of ratification, the University will establish a systemwide committee to begin the process of creating step structures for eligible bargaining unit covered positions (Initial Development Phase). The University will meet with the Union at least twice during the Initial Development Phase to talk through the process and work being performed and get the Union's feedback. Development of step structures will incorporate the following factors:

   a. Structures having a minimum of eighteen (18) steps.

   b. Two percent (2%) progression between steps.

   c. The minimum salary shall be no lower than the minimum in a given grade as of the date of implementation.

   d. Structures targeting market composite rates at the fiftieth (50^{th}) percentile step.

   e. Market composite rates developed from publicly available as well as proprietary sources of data reflecting geographic differentials.

   f. Local compensation practices.

   g. Equity among similar positions.

   h. Advancement opportunities within and between job families.

i. Employees will be placed no lower than the nearest step that is not below their current rate of pay.

j. Employees with rates below the initial step will be raised to step 1.

k. Placement onto the step scale shall take into account years of service.

l. Employees above the top step will be red circled.

m. If significant numbers of employees lie outside the range for a given position, further analyses will be conducted to determine if adding additional steps is appropriate.

2. Once the committee has established draft structures and steps, and no later than January 1, 2027, the step structures will be provided to the Union for its review. Within thirty (30) calendar days of such information being provided, the Union and representatives of the committee will meet regarding the structures, methodology and supporting data. The committee will make any necessary adjustments to the structures based on the Union's feedback.

3. Within sixty (60) calendar days of such information being provided, the Union and University will meet and confer regarding the step structures. After the parties have reached agreement through this process, the step scales shall be implemented and bargaining unit members shall be placed onto them effective July 1, 2027.

4. If the parties fail to reach agreement through this process regarding the creation of these step structures, the expedited impasse procedures set forth below in Section D shall apply.

D. EXPEDITED IMPASSE PROCEDURES

1. If either party believes there is an irresolvable dispute regarding the creation of these step structures the parties agree that they will jointly declare impasse and file a request to PERB for an impasse determination. The joint request will be filed within two (2) business days of a party notifying the other of its belief that there is an irresolvable dispute under this paragraph. The joint request will ask that mediation begin within fifteen (15) calendar days of the date the joint request is submitted.

2. After at least two (2) full days of mediation, either party may provide notice that mediation should be ended. Within fifteen (15) calendar days of either party providing notice that mediation should be ended, the parties agree to jointly request to PERB and the mediator that their differences be submitted to a fact-finding panel.

3. Fact finding will consist of a tripartite panel. The University will appoint one (1) panel member, the Union will appoint one (1) panel member, and the parties will mutually agree upon a person to chair the fact-finding panel in lieu of a chairperson selected by the Board.

4. If within thirty (30) calendar days from initiation of fact finding the parties are unable to reach agreement as to the neutral panel member the parties will meet to select from a list of five (5) arbitrators that will be agreed to within forty-five (45) days of ratification. If the

parties cannot agree on a list of five (5), Appendix B – Panel of Arbitrators will be used in lieu.

5. The parties will flip a coin to determine which side has the first strike. The parties will alternate striking and the last remaining name will serve as the neutral.

6. If the selected neutral declines to serve, the second-to-last struck arbitrator shall be asked to serve and so forth until the panel is exhausted.

7. The parties will submit proposals for the step structure to the panel, along with evidence and oral argument.

8. The parties agree to jointly request that the fact-finding panel issue a report no later than two (2) months after the initiation of fact finding.

9. Nothing precludes the parties from reaching agreement upon the step structure at any time.

10. The parties will meet at least twice after the fact-finding report is issued to attempt to reach agreement. These meetings will start within one (1) month after the fact-finding report is issued. If an agreement cannot be reached by July 1, 2027, the parties have the post impasse rights provided for under the law. Additionally, if an agreement cannot be reached, the prohibition on strikes related to step bargaining set forth in Article 17 – No Strikes/No Lockouts will be lifted until an agreement is reached. All other terms of Article 17 – No Strikes/No Lockouts will remain in full force and effect. Once an agreement is reached, all prohibitions on striking in Article 17 – No Strikes/No Lockouts will be reinstated.

E. STEP INCREASES

1. Following transition of employees to step structures, the following wage actions will be implemented:

    a. Effective January 1, 2028, the University shall provide a one (1) step within range increase to non-probationary career employees with an overall performance evaluation rating of satisfactory (or equivalent) or above. Prior to implementation of employee level step increases, one (1) additional step will be added to the top of each agreed to structure.

    b. Effective January 1, 2029 the University shall provide a one (1) step within range increase to non-probationary career employees with an overall performance evaluation rating of satisfactory (or equivalent) or above.

    c. Effective January 1, 2030, the University shall provide a one (1) step within range increase to non-probationary career employees with an overall performance evaluation rating of satisfactory (or equivalent) or above.

    d. In the event that employees have not been placed on steps by the effective dates of the wage actions outlined in Section C, step-eligible employees will receive a base building wage adjustment of 2% as a proxy in lieu of a step increase.

2. Nothing precludes the University from hiring new employees above step 1.

3. Nothing precludes the University from advancing employees more than one step per year.

F. AWARD PROGRAMS

Employees are eligible for the STAR awards program in the same manner as other eligible staff employees at the location.

ARTICLE 37 - WAIVER

A. The University and the Union had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from the area of collective bargaining. Unless mutually agreed otherwise, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Unless specifically noted otherwise, this Agreement supersedes and replaces the specific rights and/or procedures set forth under the various personnel programs and policies, which previously applied to employees covered by this Agreement.

C. Notwithstanding Section A above, in the event the University proposes a new policy or proposes to eliminate or modify a practice and/or policy not covered by the Agreement that has a significant and consequential impact on a substantial number of bargaining unit members, the University shall provide the Union a thirty (30) calendar day notice prior to the proposed implementation.

1. The parties shall undertake negotiations regarding the impact of such changes when all four of the following exist:

    a. The changes proposed by the University would have a significant impact on the terms and conditions of employment of a substantial number of bargaining unit members;

    b. The subject matter of the change is within the scope of representation pursuant to HEERA; and

    c. The Union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the Union of the University's notice as described in Section C.

2. If such a request is made, the University will meet with the Union within fifteen (15) calendar days of its request, when practicable.

3. The University and the Union shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.

4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

ARTICLE 38 - WORK-INCURRED INJURY AND ILLNESS

A. GENERAL PROVISIONS

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

1. An employee unable to perform the normal duties of their job even after reasonable accommodations 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, unless additional leave is otherwise required by law.

2. Work-Incurred Injury or Illness Leave runs concurrently with Family Medical Leave (FML) for a qualified work incurred injury or illness.

3. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.

4. Employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act are eligible to use accrued sick leave and vacation as provided below. When sick leave is exhausted and when employees are still unable to work because of such illness or injury, employees may use extended sick leave or leave without pay as provided below.

5. An employee shall notify their supervisor of the need for leave for a work-incurred injury or illness, or any extension of such leave, as soon as practicable after the need for such leave or extension is known. This notification shall include written medical certification of the need for such leave or extension, and the anticipated return to work date.

B. EXTENSIONS OF WORK-INCURRED INJURY OR ILLNESS LEAVE

In the event an employee requires an extension to their work-incurred injury or illness leave, they shall provide the University with a statement from their Primary Treating Physician or licensed health care practitioner of the need for the extension and the anticipated return to work date. The employee will provide such a statement as soon as practicable prior to the date the employee was previously scheduled to return to work.

C. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

1. Prior to returning to work, an employee granted a work-incurred injury or illness leave must provide the University with a statement from their Primary Treating Physician or licensed health care practitioner of the employee's ability to return to work. The employee will provide such a statement as soon as practicable prior to the date the employee was previously scheduled to return to work. If the health care practitioner’s return to work statement specifies restrictions, the University will implement accommodations in accordance with Article 23 – Reasonable Accommodation.

2. If the University eliminates the position during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been actively working when the position was eliminated.

D. SUPPLEMENTAL SICK LEAVE AND VACATION

1. Employees shall be permitted to use sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.

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

3. The University shall provide advance temporary disability payment in accordance with California law. This additional payment made to an employee to provide the employee with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

E. EXTENDED SICK LEAVE

1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the employee’s basic salary plus any shift differential which the employee would have received.

2. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of the employee’s basic salary plus shift differential, shall be supplemented to eighty percent (80%) of the employee’s basic salary by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability.

3. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one injury or illness or one hundred percent (100%) of original pay plus shift differentials.

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

F. EFFECT ON PAY STATUS

1. An employee who is receiving temporary disability payments and supplemental sick leave, extended sick leave, vacation leave as described in Section D above, or leave without pay is considered on regular pay status for purposes of application of provisions of this Agreement, except the completion of the employee’s probationary period.

2. Sick leave and vacation accrued during Extended Sick Leave in Section E above is credited to the employee only upon return to work. However, if an employee separates without returning to work, the employee shall be paid for vacation accrued during the period the employee received extended sick leave payment.

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

G. SEPARATION

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

H. LIGHT DUTY

The University shall modify duties consistent with documented medical restrictions for employees who have experienced work-related injuries. Employees whose work-related injuries cause them to become qualified employees with permanent disabilities may also be eligible for reasonable accommodation in accordance with Article 23 – Reasonable Accommodation. Nothing in this provision waives the employer's duties and/or the employee's rights to reasonable accommodations under the California Fair Employment and Housing Act (FEHA), the Americans with Disabilities Act of 1990, or Article 23 – Reasonable Accommodation.

ARTICLE 39 - WORKLOAD/HOURS OF WORK

A. EXEMPT EMPLOYEES ONLY

1. The normal workweek for a full-time exempt employee is considered to be forty (40) hours, and for part-time exempt employees the proportion of forty (40) hours equivalent to the appointment percentage. However, greater emphasis is placed on meeting the responsibilities assigned to the position rather than on working a specified number of hours. Required work schedules must be reasonable, considering factors such as operational needs and the employee's underlying job duties. In recognition of the professional exempt status of employees, assigned work schedules provide the flexibility to meet work goals and to occasionally allow a schedule of more or less than forty (40) hours in a week. After extended periods of additional time worked or unusually heavy workload, supervisors may approve an employee's request for a temporary reduction in work schedule with no loss of pay.

2. Accounting For Time Not Worked

    a. For full-time exempt employees, leaves with and without pay shall be used in one-day increments only except if an employee is taking Family Medical Leave on an intermittent or reduced schedule basis.

    b. Part-time exempt employees shall account for time off work in increments not less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work; absences of less than an employee's regularly scheduled work day shall not be charged against accrued leave time.

    c. The salary of exempt employees shall not be reduced for absences of less than a full day or less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work.

B. NON-EXEMPT EMPLOYEES ONLY

1. Standard Workweek: A workweek is a period of time consisting of seven (7) consecutive days. A standard workweek is generally from Sunday morning (12:01 a.m.) to midnight the following Saturday. Workweeks beginning and ending in a seven-day period other than the above may be established by the University.

2. Work Schedules

    a. A work schedule is the normal hours of work for an employee within a workweek.

    b. A standard full-time work schedule shall be eight (8) hours per day, excluding meal periods, on five (5) consecutive days. An alternate (flexible) full-time work schedule may consist of a different combination of days and hours not to exceed forty (40) hours in one (1) workweek.

    c. Work schedules are established by the University. Alternate work schedules shall be approved or denied in accordance with Section B.10 below. Employee work schedules will be made known to the employees in accordance with the provisions of Section B.3 of this Article.

3. Schedule/Shift Assignments: Employees will be made aware of their work schedule/shift assignment in the following manner:

    a. The University will provide an employee with at least five (5) work days' notice prior to changing their work schedule/shift for a period of less than four (4) workweeks in duration, except provided for in Sections B.8 and B.9 (call-back and on-call).

    b. The University will provide an employee with at least twenty (20) work days' notice prior to changing their work schedule/shift for a period of at least four (4) workweeks duration, except provided for in Sections B.8 and B.9 (call-back and on-call).

    c. Employees who do not have fixed work schedules and shift assignments will be made aware of their work schedule/shift assignment in advance.

    d. An employee may file a written indication of preference for a particular shift (i.e., day, evening, night) with their immediate supervisor. When assigning work schedules and shifts to employees, the University will also consider the skills, knowledge, and abilities of the employees who normally perform the work involved prior to deciding upon the shift assignment. In the event two (2) department career employees with substantially equal qualifications have expressed a preference, the University may use departmental seniority to make the shift assignment.

    e. The University may at its discretion grant employee requests for flexible working hours, or shift assignments. Such requests shall not be unreasonably denied. Allegations of unreasonable denial are grievable only through Step 2 of Article 07 – Grievance and Arbitration.

4. Overtime

    a. Employees will be compensated with overtime when the employee's actual hours worked exceeds forty (40) hours in a single workweek.

    b. Pay status includes time worked and paid leave such as sick leave, vacation leave, holidays, military leave, and administrative leave with pay.

    c. Overtime shall be compensated at a rate of one-and-a-half times (1½x) the regular rate of pay.

    d. Overtime shall be reported and paid on the basis of the nearest quarter (¼) hour.

    e. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.

    f. Actual hours worked for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to Article 14 – Leaves of Absence, except as provided in Article 09 – Holidays, Section C.1 ("Compensation for Holidays Worked").

    g. Assignment of Overtime

The University shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the University. When practicable, the University may ask for volunteers before assigning overtime. As soon as the need for overtime is determined, the University shall notify the employee that overtime must be worked. Employees are expected to work overtime when such work is assigned. If brought to the attention of the supervisor, the supervisor shall consider individual circumstances when assigning overtime.

h. Compensatory Time

i. At the option of the University, overtime shall be compensated at the appropriate rate either by pay or by compensatory time off, if the Department offers a compensatory time program, in accordance with this Section.

ii. Unless the employee and the University agree otherwise, overtime will be paid. An employee may within thirty (30) days of the effective date of this Agreement, or upon hire, and thereafter during the month of June, file a written indication of preference for either compensatory time off or pay with their immediate supervisor. The University shall grant the preference indicated.

iii. The written indication of preference referenced in B.4.h.ii above may be withdrawn by mutual agreement of the supervisor and the employee.

iv. Accumulation of compensatory time is limited to no more than two hundred-forty (240) hours. An employee shall be paid for hours of overtime which exceed this limit.

v. An employee may request scheduling of compensatory time. An employee's request for the scheduling of compensatory time shall be granted subject to the operational needs of the University, and shall not be unreasonably denied. Once the University has approved an employee's request to schedule compensatory time, the University shall not unreasonably rescind such approval.

5. Meal Periods

A meal period of at least one-half (½) hour is provided for any work period of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status. If the total work period of the shift is no more than six (6) continuous hours, the meal period may be waived by written agreement between the employee and the supervisor. Whenever an employee is required to perform work or is not substantially relieved of work-related duties during a meal period, the meal period shall be considered time worked. The University may reschedule an employee’s meal period during the workday when operational needs preclude relieving the employee of work-related duties during the originally scheduled meal period, however, regularly scheduled meal periods shall normally be provided.

6. Rest Periods

   a. Two (2) rest periods of fifteen (15) minutes shall normally be granted during an eight (8) or ten (10) hour shift. Three (3) rest periods of fifteen (15) minutes shall normally be granted during a twelve (12) hour shift. A part time employee shall normally be granted one (1) fifteen (15) minute rest period for each work period of three (3) continuous hours or more, not to exceed three (3) rest periods per day.

   b. Operational requirements may affect the timing of rest breaks.

   c. Rest periods shall not be taken at the beginning or end of a work period or accumulated for use at a later time. The combining of rest periods with meal periods for some, any or all employees of a department/division shall be at the discretion of the University.

7. Travel Time

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

8. Call-Back

   a. Call-back applies to an employee who is not in on-call status and is called back to the campus to work in their department after completing a shift and leaving the campus but before their next scheduled shift.

   b. An employee called back to the work site may be assigned by the University to perform available work and shall be paid for the time actually worked upon return to the location, or a minimum of four (4) hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

9. On-Call

   a. The University retains the right to determine the need for, and the assignment of, on-call time. An employee is not considered to be in on-call status unless they have previously been scheduled by the University for the assignment. Employees in on-call status are required to inform the employer how they can be reached or to carry a pager in order to receive a call to work. An employee in on-call status is not eligible for minimum call-back payments. An employee in on-call status who is called to perform work or to return to the work site will be paid at their regular rate of pay for the time worked. Payment for on-call time paid at the on-call rate is included as part of compensation in calculating the regular rate when determining premium overtime pay. When practicable, the University may ask for volunteers before assigning on-call.

      i. Unrestricted on-call is time during which an employee is free to engage in activities for their own purposes but is required to be available for work or timely return to

the work site when called to work. Time in unrestricted on-call status is not counted as hours worked or time on regular pay status when employees are not required to be at the work location or to actually perform work from a location other than the work location.

ii. Restricted on-call is time during which the employee is required to restrict personal activities so that time cannot be effectively used for their own purposes. Restricted on-call will be considered hours worked and will be paid at the employee's normal pay rate (or overtime if appropriate). When an employee is on restricted on-call during a holiday, Article 09 – Holidays shall apply.

10. Alternative Work Schedules

a. Employees may request alternate work schedules. The University will review the feasibility of implementing alternate work schedules in those work units for which the employee(s) indicate(s) there is an interest in such schedules. The University may at its discretion grant such requests. Such requests shall not be unreasonably denied. Allegations of unreasonable denial are grievable only through Step 2 of Article 07 – Grievance and Arbitration.

b. Where practicable, the parties will, at the local labor management meetings, identify problems and concerns related to existing alternate work schedules.

c. In the event the University decides to abolish, establish or change alternate work schedules in work areas, the University shall inform the Union at least thirty (30) calendar days prior to taking such action.

d. Nothing in this Section shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

C. DUAL EMPLOYMENT

Management retains sole discretion to approve or deny an employee's request for dual employment. Dual employment must comply with University policy and procedures.

D. EMPLOYEE INITIATED REDUCTION IN TIME (ERIT)

The University retains sole discretion to continue, create, modify or abolish the ERIT program on a location-by-location basis. Employees will retain eligibility to participate in the Employee Initiated Reduction in Time (ERIT) program, if any exists.

E. GENERAL PROVISIONS

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

2. This Article shall not be construed as a guarantee of or limitation on the number of hours per work day or workweek.

ARTICLE 40 - WORKSPACE MATERIALS

Employees shall have access to required facilities, equipment, supplies, and materials necessary to perform their job duties. Such access shall be in accordance with local policies, practices and/or procedures and shall not be unreasonably denied.

ARTICLE 41 - DURATION

A. DURATION

1. The terms and conditions of this Agreement shall remain in full force and effect commencing upon ratification by the parties, and shall terminate at 11:59 p.m. on June 30, 2030.

2. Neither party shall have any duty to meet and confer for the purpose of modifying terms and conditions of the Agreement.

B. SUCCESSOR AGREEMENT NEGOTIATIONS

1. No later than October 1, 2029 the Union shall notify the University if it intends to open the Agreement for successor negotiations.

2. The University shall have until October 15, 2029 to notify the Union if it intends to open the agreement for successor negotiations.

3. If neither party notifies the other of its intent to open the Agreement for successor negotiations, the Agreement shall remain in full force and effect and the procedures in Section C below shall apply.

4. If the conditions under Sections B.1 and B.2 are met, the Union shall provide the University with written notice of its selected article(s) and a list of bargaining team members by no later than November 14, 2029.

5. If the conditions under Sections B.1, B.2, and B.4 are met, the University shall provide the Union with written notice of its selected article(s) by no later than November 28, 2029.

6. December 4, 2029, the parties shall set a mutually agreeable start date for the commencement of negotiations no later than January 9, 2030.

C. CONTINUATION OF AGREEMENT

1. In the event that neither party gives timely notice as set forth in Section B, this Agreement shall remain in effect on a year-to-year basis, from July 1 until the following June 30.

2. In the event that the Agreement continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Agreement no later than January 1st of the applicable year. Thereafter, the parties shall follow the requirements for negotiations of a successor agreement as set forth in Section B, above.

SIDE LETTER - SYSTEMWIDE DYNAMIC STATUS QUO HEALTHCARE

In order to adhere to the principle of dynamic status quo and recognize the parties' shared interests in improving UC's health insurance options, the University of California and UAW agree to the following for the SSAP and RPSP units:

A. PREMIUMS FOR 2026

1. For Kaiser, UC Blue & Gold HMO, and UC Care Plan, for all tier and pay bands for which UC proposes a rate decrease in 2026, bargaining unit members will enroll at the proposed decreased rate. For all tier and pay bands for which UC proposes a rate increase in 2026, bargaining unit members will enroll at the 2025 rates.

2. For bargaining unit members who switch from the CORE PPO or UC HSA PPO to the Kaiser, UC Blue & Gold HMO, or UC Care Plan, they will enroll with the same premium rate as other bargaining unit members per Section A.1 above.

B. DURATION

1. The terms of this Agreement shall apply through 2026 and will be incorporated as a side letter into the parties new collectively bargained Agreement.

2. Neither party waives its right to make proposals on these topics to be applicable in 2027 and thereafter. This provision does not include proposals in 2026 regarding supplemental health benefits.

C. WAIVER OF CLAIMS

As a result of this agreement, UAW agrees to waive any claims of a potential unfair labor practice charge related to the announced changes to healthcare plans and premiums in dynamic status quo for plan year 2026 for the SSAP and RPSP bargaining units.

SIDE LETTER - SYSTEMWIDE MSP VACATION LEAVE

A. GENERAL PROVISIONS

1. The provisions of this Side Letter shall apply to employees in the titles listed below and who were employed in those titles by the University as of the date of ratification. For the purposes of this Side Letter, these employees shall hereafter be referred to as Managers & Senior Professional (MSP) Employees.

    a. Academic Program Management Officer 4 & 5,

    b. Aerospace Engineer 3-5,

    c. Bioinformatics Programmer GF 3, 4 & 5,

    d. Clinical Research Analyst 4 & 5,

    e. Computational and Data Science Research Specialist 4 & 5,

    f. Project Management Professional GF 3, 4 & 5,

    g. Project Policy Analyst GF3, GF4, 5,

    h. Research Administrator GF4, 5,

    i. Research Compliance Analyst GF4, 5,

    j. Research Data Analyst 4 & 5, and

    k. Research Grant Program Officer 4 & 5.

2. Within one-hundred twenty (120) days of ratification of this Agreement, the Union and the University shall mutually agree on a list of MSP Employees. The Union shall provide the University with safe harbor from grievances related to the implementation of this Side Letter for one-hundred twenty (120) days from the date of ratification of the Collective Bargaining Agreement.

B. VACATION ACCRUAL RATES AND MAXIMUMS

1. MSP employees employed in the title above as of the date of ratification shall maintain their vacation balance, accruals and accrual rate as outlined in the table below provided they remain in their current position. This provision applies only to MSP employees employed by the University on the date of ratification. The Union shall provide the

University with safe harbor from grievances related to the implementation of this clause for one (1) year from the date of ratification of the Collective Bargaining Agreement.

Years of Qualifying Service	Vacation Day Accrual Rates (full time rates)	Vacation Accrual Factor (Per Hour on Pay Status)	Maximum Vacation Hours
Less than 5	1.50 days per month 18 days per year	.069231	288
5 but less than 10	1.75 days per month 21 days per year	.080769	336
10 or more	2.00 days per month 24 days per year	.092308	384

2. Employees hired after the date of ratification, or employees who change positions after that date, will be subject to the vacation accrual rates outlined in Article 35 – Vacation Leave.

SIDE LETTER - SYSTEMWIDE SUPERVISORS UNIT MODIFICATION

Currently there are over 700 employees in job classifications set forth in Section A of Article 01 – Recognition who are in dispute as to whether they are supervisory, managerial or confidential employees appropriately in the unit (hereinafter referred to as "the exclusion disputes"). In the event the parties execute a Collective Bargaining Agreement before the exclusion disputes are resolved and if the parties cannot reach a mutual agreement regarding the exclusion disputes, the parties agree to jointly submit a joint petition for unit modification to resolve the disputes under 32781(b)(4). Or, if the parties have already submitted the disputes to PERB prior to the execution of the Collective Bargaining Agreement, the parties agree to continue to process the disputes in that forum. If PERB declines jurisdiction under PERB regulations, the dispute will be referred to arbitration.

If upon a mutual agreement of the parties or a final resolution of the exclusion disputes through PERB unit modification procedure or arbitration, a disputed employee is determined to be non-supervisory, non-confidential, and non-managerial within the meaning of HEERA, the University agrees to make the employee whole for lost pay and benefits, including simple interest at a rate of seven percent (7%) per annum, as provided for in applicable law, solely through a financial payment no later than the first paycheck issued ninety (90) days after the final agreement or resolution. The parties agree that this will be the sole remedy for the exclusion disputes.

Upon this payment, the Union agrees to withdraw any existing grievances, unfair practice charges, or other actions related to the exclusion disputes and agrees that it will not file any future grievances, unfair practice charges, or other actions related to the exclusion disputes.

SIDE LETTER - UC DAVIS AND UC AGRICULTURE AND NATURAL RESOURCES SUBSIDIES TO UC BLUE & GOLD HMO

In 2018, UC Davis Health stopped offering primary care services to patients in the Western Health Advantage plan. To ensure continuity of care with UC Davis and UC Agriculture and Natural Resources employees enrolled in the Western Health Advantage plan, UC Davis subsidizes the premiums of UC Blue & Gold HMO.

This letter affirms that members of the SSAP-UAW and RPSP-UAW bargaining units at UC Davis and UC ANR shall continue to receive subsidized UC Blue & Gold premiums while those rates are offered to other employees of UC Davis and/or UC ANR.

SIDE LETTER - UC DAVIS HEALTH PTO PROGRAM

According to UC Davis Health Policy 2914, UC Davis Health provides Paid Time Off (PTO) for vacation, sick leave, or other scheduled or unplanned absences to eligible policy-covered, non-represented employees who hold career, contract, limited and floater appointments. In addition, as outlined in certain collective bargaining agreements, selected represented employee groups may also participate in the PTO program.

This Side Letter affirms that members of the SSAP and RPSP bargaining units may continue to participate in the aforementioned PTO program.

SIDE LETTER - UC SAN DIEGO HEALTH PER DIEM APPOINTMENT

The University of California and the Union agree that on a non-precedent setting basis, the incumbent in the RSCH DATA ANL 3 – Per Diem title code at UC San Diego Health will retain their per diem and appointment status as an exception to Section E – Per Diem Appointments of Article 02 – Appointments.

Notwithstanding the above, the University agrees to provide notice to the Union, consistent with Section E of Article 02 – Appointments of the Collective Bargaining Agreement prior to expanding per diem appointments to a series where such appointments do not currently exist.

UC/UAW GRIEVANCE FORM

Allegations of a violation of the UC/UAW Agreement must be filed on this form. See the relevant UC/UAW Agreement for details regarding the filing of a grievance. Forms must be submitted to the applicable Labor Relations Office, as applicable. Pursuant to section 3567 of HEERA, UC shall not agree to resolution of the grievance until the UAW has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. **YOU MUST PROVIDE THE INFORMATION MARKED WITH AN ASTERISK (*) IN ACCORDANCE WITH THE GRIEVANCE AND ARBITRATION PROCEDURE OF THE UC/UAW AGREEMENT, OR IT MAY BE INELIGIBLE FOR FURTHER PROCESSING.**

GRIEVANT'S NAME * | **GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)**

LAST **FIRST** **MI**

BARGAINING UNIT CLASSIFICATION TITLE* | **GRIEVANT'S HIRING UNIT/DEPARTMENT *** | **GRIEVANT'S EMAIL ADDRESS**

NAME, TITLE, AND TELEPHONE NUMBER OF GRIEVANT'S IMMEDIATE SUPERVISOR | **NON-UNIVERSITY ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT [REPRESENTATIVE'S ADDRESS MAY BE USED] ***

REPRESENTATIVE'S NAME (IF REPRESENTED) * | **REPRESENTATIVE'S ORGANIZATION (IF APPLICABLE) *** | **REPRESENTATIVE'S NON-UNIVERSITY TELEPHONE NUMBER**

REPRESENTATIVE'S MAILING ADDRESS, CITY, STATE, ZIP | **REPRESENTATIVE'S EMAIL ADDRESS**

TYPE OF GRIEVANCE:

- ☐ **INDIVIDUAL**
- ☐ **GROUP (LIST ALL NAMES)**
- ☐ **UNION**

SPECIFIC ARTICLE(S) & SECTION(S) OF THE UC/UAW AGREEMENT ALLEGED TO BE VIOLATED*

DATE OF ALLEGED VIOLATION(S)* | **DATE OF INFORMAL DISCUSSION WITH SUPERVISOR, IF ANY** | **DATE OF INFORMAL RESPONSE, IF ANY** | **ARE YOU REQUESTING A GRIEVANCE MEETING?** ☐ **YES** ☐ **NO**

DESCRIPTION OF ALLEGED VIOLATION OF THE AGREEMENT.* PLEASE DESCRIBE IN DETAIL THE FACTS AND CIRCUMSTANCES (INCLUDING DATES) THAT EXPLAIN HOW THE ARTICLE(S) AND SECTION(S) WERE VIOLATED. (ATTACH SEPARATE SHEET OF PAPER IF NEEDED.)

REMEDY REQUESTED*

GRIEVANT'S SIGNATURE | **DATE**

REPRESENTATIVE'S SIGNATURE (IF REPRESENTED) | **DATE**

APPENDIX B - PANEL OF ARBITRATORS

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

APPENDIX C - LIST OF FACT-FINDING NEUTRALS

1. Juan Carlos Gonzalez
2. Yuval Miller
3. Mark Gaston Pearce
4. Cheryl Stevens
5. Carol Vendrillo

APPENDIX D - UNION SECURITY TEMPLATE

Location/ Business Unit Code	Location Name (Campus, Medical Center, or LBNL)	Bargaining Unit	Employee Identification Number	Employee Name (Last, First)	ACTION CODE: (A=Add, C=Change PA Amount* OR S=Stop)	DEDUCTION CODE: (D=Dues, IF=Initiation Fee, OR *PA=Polit	Indicate Ongoing Deduction Dollar Amount for Political Action (*Must be Dues Paying Member)

Location/Business Unit Code	Location Name
A	ASUCLA
01	UCB Campus
02	UCSF Campus
03	UCD Campus
04	UCLA Campus
05	UCR Campus
06	UCSD Campus
07	UCSC Campus
08	UCSB Campus
09	UCI Campus
10	UCM Campus
12	UCD Med Ctr
13	UCLA Med Ctr
14	UCSD Med Ctr
15	UCI Med Ctr
16	UCSF Med Ctr
18	UCANR
94	LBNL