Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

UNIVERSITY OF CALIFORNIA
AND
ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL (ACBCTC)

COLLECTIVE BARGAINING AGREEMENT

SKILLED CRAFTS UNIT (KB)

October 1, 2026 - September 30, 2030

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

SKILLED CRAFTS UNIT AGREEMENT – TABLE OF CONTENTS

AGREEMENT 2
ARTICLE 1 – RECOGNITION 3
ARTICLE 2 – SCOPE OF AGREEMENT 6
ARTICLE 3 – DUES DEDUCTIONS 7
ARTICLE 4 – STEWARDS 9
ARTICLE 5 – ACCESS TO THE WORKPLACE 10
ARTICLE 6 – NON-DISCRIMINATION 11
ARTICLE 7 – HIRING 12
ARTICLE 8 – PROBATIONARY PERIOD 14
ARTICLE 9 – HEALTH AND SAFETY 15
ARTICLE 10 – HOURS OF WORK 16
ARTICLE 11 – OVERTIME/ON-CALL/FATIGUE TIME 18
ARTICLE 12 – SHIFT DIFFERENTIALS 22
ARTICLE 13 – OUT OF CLASS ASSIGNMENT 23
ARTICLE 14 – VACATION 24
ARTICLE 15 – HOLIDAYS 27
ARTICLE 16 – SICK LEAVE 30
ARTICLE 17 – ADMINISTRATIVE LEAVE 32
ARTICLE 18 – LAYOFF/REDUCTION OF TIME 36
ARTICLE 19 – DISCIPLINE AND DISMISSAL 41
ARTICLE 20 – MEDICAL SEPARATION 43
ARTICLE 21 – LABOR-MANAGEMENT MEETING 45
ARTICLE 22 – GRIEVANCE AND ARBITRATION PROCEDURES 46
ARTICLE 23 – HAND TOOLS 50
ARTICLE 24 – SALARY 51
ARTICLE 25 – JOB ABANDONMENT 52
ARTICLE 26 – UNIVERSITY BENEFITS 53
ARTICLE 27 – SEVERABILITY 56
ARTICLE 28 – WAIVER 57
ARTICLE 29 – NO STRIKE/LOCKOUTS 58
ARTICLE 30 – WORK PROCESS AND PROCEDURES 59
ARTICLE 31 – MANAGEMENT RIGHTS 60
ARTICLE 32 – DURATION 61
ARTICLE 33 – EDUCATIONAL STIPENDS 62
CONTRACT EXECUTION 63
APPENDIX I – SALARY RATES – CAMPUS 64
APPENDIX II – SALARY RATES – LABORATORY 67
APPENDIX III – DUES DEDUCTIONS CONTACT INFORMATION 69
APPENDIX IV – GRIEVANCE & ARBITRATION FORM 70
LETTER OF UNDERSTANDING – ARTICLE 18: Use of Three Digit Classification Code 72
LETTER OF UNDERSTANDING – ARTICLE 32: Hiring Procedures 73
LETTER OF UNDERSTANDING – ARTICLE 10: Alternate Schedules for Richmond Field Station 74
LETTER OF UNDERSTANDING – ARTICLE 10: Alternate Schedules for Intercollegiate Athletics/Recreational Sports 76

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

AGREEMENT

This agreement is entered into by and between The Regents of the University of California, a corporation (hereinafter referred to as the "UNIVERSITY" or "MANAGEMENT"), and the Alameda County Building and Construction Trades Council, AFL-CIO (hereinafter referred to as the "UNION").

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 1 – RECOGNITION

The UNIVERSITY recognizes the UNION as the exclusive bargaining agent for matters within the scope of representation for all employees classified as:

(At Lawrence Berkeley National Laboratory):

902.3 SHEET METAL WORKER I
902.4 SHEET METAL WORKER II
902.9 SHEET METAL WORKER LEAD 9%
902.X SHEET METAL WORKER LEAD 10%
906.3 WELDER
906.9 WELDER LEAD 9%
906.X WELDER LEAD 10%
910.3 PLANT MAINTENANCE TECHNICIAN PRINCIPAL
910.4 PLANT MAINTENANCE TECHNICIAN SPECIALIST
910.9 PLANT MAINTENANCE TECHNICIAN LEAD 9%
910.X PLANT MAINTENANCE TECHNICIAN LEAD 10%
920.5 LABORER SPECIALIST
925.3 RIGGER
925.4 RIGGER (CERTIFIED CRANE OPERATOR)
925.6 RIGGER (CRANE MOBILE OPERATION)
925.9 LEAD RIGGER 9%
925.X LEAD RIGGER 10%
930.3 CARPENTER
930.9 CARPENTER LEAD 9%
930.X CARPENTER LEAD 10%
930.6 PLANNER/ESTIMATOR
940.3 ELECTRICIAN
940.4 HIGH VOLTAGE ELECTRICIAN
940.7 ELECTRICIAN LEAD 9%
940.8 ELECTRICIAN LEAD 10%
940.9 HIGH VOLTAGE ELECTRICIAN LEAD 9%
940.X HIGH VOLTAGE ELECTRICIAN LEAD 10%
942.3 ELEVATOR MECHANIC
942.9 ELEVATOR MECHANIC LEAD 9%
942.X ELEVATOR MECHANIC LEAD 10%
950.3 PLUMBER/FITTER
950.9 PLUMBER/FITTER LEAD 9%
950.X PLUMBER/FITTER LEAD 10%
952.3 AIR CONDITIONING/REFRIGERATION MECHANIC
952.9 AIR CONDITIONING/REFRIGERATION MECHANIC LEAD 9%
952.X AIR CONDITIONING/REFRIGERATION MECHANIC LEAD 10%
960.3 PAINTER
960.9 PAINTER LEAD 9%
960.X PAINTER LEAD 10%
970.3 LIGHTING TECHNICIAN
970.9 LIGHTING TECHNICIAN LEAD 9%
970.X LIGHTING TECHNICIAN LEAD 10%

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

980.3 GARDENER SPECIALIST
980.9 GARDENER SPECIALIST LEAD 9%
980.X GARDENER SPECIALIST LEAD 10%
970.5 LIGHTING TECHNICIAN LEAD
980.3 GARDENER SPECIALIST
980.5 GARDENER SPECIALIST

Note: Positions with a lead pay of 9% are responsible for leading three or less employees in the job family. Positions with a lead pay of 10% are responsible for leading four or more employees in the job family.

(At the University of California, Berkeley):

4449 LIGHTING TECH
4450 LIGHTING TECH LEAD
7783 HIGH VOLTAGE ELECTRICIAN LEADWORKER
8087 FOOD SVC MECH LD
8101 IRRIGATION PLUMBER/MECHANIC LEADWORKER
8102 IRRIGATION PLUMBER/MECHANIC
8125 SHEET METAL LEADWORKER
8126 SHEET METAL WORKER
8135 EQUIPMENT OPERATING ENGINEER
8136 EQUIPMENT OPERATING ENGINEER LEADWORKER
8141 INSULATION WORKER
8142 MACHINIST LEADWORKER
8143 MACHINIST
8147 INSULATION LEADWORKER
8151 INSPECTOR-PLANNER-ESTIMATOR
8154 HIGH VOLTAGE ELECTRICIAN
8159 ELEVATOR MECHANIC
8176 CEMENT MASON
8188 ELEVATOR MECHANIC LEADWORKER
8189 ROOFER
8190 PLUMBER/PIPEFITTER LEADWORKER
8191 PLUMBER/PIPEFITTER
8192 STEAMFITTER LEADWORKER
8193 STEAMFITTER/REFRIGERATION MECHANIC
8194 ELECTRICIAN LEADWORKER
8195 ELECTRICIAN
8196 CARPENTER/LOCKSMITH LEADWORKER
8197 CARPENTER/LOCKSMITH
8198 PAINTER LEADWORKER
8199 PAINTER
8200 GLAZIER
8201 FOOD SVC MECH
8205 GLAZIER LEADWORKER
8220 ROOFER LEADWORKER
8252 ASSISTANT CHIEF STATIONARY ENGINEER
8253 STATIONARY ENGINEER
8255 STATIONARY ENGINEER LEADWORKER

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

8282 CEMENT MASON LEADWORKER
9445 FIRE SAFETY TECHNICIAN

at the University of California at Berkeley (hereinafter referred to as the "CAMPUS") and the Lawrence Berkeley Laboratory (hereinafter referred to as the "LABORATORY") excluding employees designated as managerial, supervisory, and confidential (as originally certified in PERB Decision No. 242-H, 9-30-83.) It is further recognized that only those classifications listed above will perform the work as specified in Article 2 – Scope of Agreement. This does not preclude performance of cross-craft tasks that are incidental to the work being performed, or preclude supervisors from performing bargaining unit work for instructional purposes or during emergencies.

Copies of current bargaining unit position descriptions will be provided to the UNION before posting and will remain in effect until revised or modified by the UNIVERSITY. Prior to the implementation of any change in an existing job description or creation of a new job description, the UNIVERSITY shall provide advance copies of revised, modified or new job description to the Union to ensure that there is no violation of the work which has historically and traditionally been performed by skilled crafts employees. The UNION shall have 45 calendar days from the date of notice to notify the University of their concerns.

The term "employee" and "employees" as used in this Agreement shall refer only to employees mentioned above who are within the bargaining unit covered by this Agreement.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 2 – SCOPE OF AGREEMENT

A. This Agreement shall cover employees involved in the performance of work on plant buildings and facilities at the CAMPUS and LABORATORY, which has historically and traditionally been performed by UNIVERSITY skilled craft employees over which the UNIVERSITY possesses the right to control. Employees not covered by this Agreement include CAMPUS and LABORATORY workers performing work directly related to research or experimental projects; provided, however, that when CAMPUS or LABORATORY employees are assigned to install any utility services or feeder lines (up through the final services system isolation, disconnect, or absolute control point), they shall be skilled crafts employees.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 3 – DUES DEDUCTIONS

A. UNION dues, regular and general assessments, and standard initiation fees shall be deducted by the UNIVERSITY from the salary of each unit employee who the UNION has communicated to the UNIVERSITY in accordance with Section E. below. The UNIVERSITY will prepare for each local affiliate of the UNION a dues deduction check within 21 days of the issuance of the paycheck from which the charges were deducted. All local affiliate checks will be submitted to the local affiliate at the mailing address provided by the UNION. Any changes to the mailing address by the UNION shall be communicated to the UNIVERSITY as soon as practicable.

B. The UNIVERSITY will charge each local affiliate $5.00 for each check issued and $.07 for each deduction made from a paycheck.

C. The amount of the dues deducted from an employee's paycheck will be calculated by the UNIVERSITY on the basis of information provided by the UNION concerning its dues structure. The UNION agrees to reimburse the UNIVERSITY for all costs actually incurred by the UNIVERSITY as a result of changes made by the UNION in the structure or method of calculation of the UNION's dues during the term of this Agreement. The UNION agrees that the UNIVERSITY will be saved and held harmless from liability for any errors in withholding or transmitting dues except for liability to the UNION for monies actually withheld, but not transmitted. The UNION further agrees to refund to the UNIVERSITY any overpayment of money made to the UNION pursuant to this Article through error or oversight on the part of the UNIVERSITY.

D. The UNION may change the certified dues amount once in a twelve (12) month period without cost to the UNION. Any changes in the amount to be deducted for union dues shall be certified to the UNIVERSITY, in writing, at least sixty (60) calendar days prior to the effective date of the dues amount change. Any such communications shall be sent to the designated office or individual at the CAMPUS or LABORATORY indicated in Appendix III.

E. The UNION shall certify to the CAMPUS or the LABORATORY, in accordance with Section E.1-2. below, to begin deductions or cease deductions.

    1. The UNION shall deliver an electronic file in Excel (*.xls) format to the designated office or individual at the CAMPUS or LABORATORY indicated in Appendix III. Any changes to the designated office or individual at the CAMPUS or LABORATORY shall be communicated to the UNION as soon as practicable.

    2. The UNION shall provide the following information when certifying to begin deductions or to cease deductions:

        a. Location/Business Unit Code

            i. For CAMPUS: BKCMP; For the LABORATORY: LBNL1

        b. Location Name

            i. For the CAMPUS: Berkeley; For the LABORATORY: LBNL

        c. Bargaining Unit

            i. For the CAMPUS and LABORATORY: KB

        d. Employee Identification Number

        e. Employee Name (Last, First)

        f. Action Code: “A” = Add; “S” = Stop

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

F. The UNIVERSITY shall direct employee questions or concerns including requests to change or cancel deductions to the UNION.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 4 – STEWARDS

A Steward shall be a working journeyperson designated by the UNION. The UNION shall appoint one Steward at the CAMPUS and one Steward at the LABORATORY for each skilled craft and/or departmental group with five or more crafts employees. In addition, one Chief Steward shall be appointed for the CAMPUS and one Chief Steward for the LABORATORY to act as the on-site UNION liaison. The identity of Stewards will be formally communicated to the respective Labor Relations Office within five (5) days of the designation. UNION will provide a list of stewards to the UNIVERSITY upon request, no more than three (3) times annually.

Stewards shall attempt to adjust amicably minor differences or misunderstandings arising out of the interpretation or application of this Agreement. Such duties shall be performed as expeditiously as is reasonably possible. The duties of a Steward shall include investigation and communication with a UNION representative concerning violations of this Agreement, and the adjustment of minor grievances; provided, however, that a Steward shall have no power to vary the terms of this Agreement or bind the UNION to an interpretation thereof. Stewards shall be permitted reasonable time during working hours to perform these duties which cannot be performed at any other time. Stewards shall notify their immediate supervisor or designee prior to conducting these duties during working hours, and receive approval when possible. Approval will only be denied in emergencies. In such cases, the supervisor and Steward will make arrangements for an alternate time. All other union business will be conducted during the non-duty time of the Steward.

Monthly stewards' meetings will be on non-duty time. However, Stewards will be allowed a reasonable period of time (up to 30 minutes) to return to work following the stewards meeting.

The relationship of a shop Steward being unique in the employer-employee relationship, the Steward is subject to pressures which require that his/her employment be given extra protection. In a craft where two (2) or more journeypersons and/or apprentices are employed and the UNION appoints a Steward, he or she shall not be subject to layoff until there are less than two (2) journeypersons and/or apprentices performing work in that craft excluding leadpersons or employees with special skills.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 5 – ACCESS TO THE WORKPLACE

Business agents designated by the UNION shall, with prior notice to either the designated office or the respective department head, have access to all job sites within the areas covered by this Agreement for the sole purpose of determining whether the terms and conditions of this Agreement are being observed. Such access shall not result in any interruption or interference of work. Safety and/or security obligations of the UNIVERSITY must be complied with by the UNION. The UNIVERSITY under no circumstances shall deny or unreasonably delay access by reason of such safety and/or security procedures. The UNIVERSITY will provide the UNION with the name(s) and telephone number(s) of the designated offices at each site.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 6 – NON-DISCRIMINATION

The University prohibits discrimination on the basis of race, color, religion, national origin, ancestry, citizenship, sex (including gender, pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, and breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), age, marital status, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)), as well as state military and naval service. The provisions of this Article are not subject to Section G. of Article 22 – Grievance and Arbitration Procedures except to the extent that a complaint alleges a violation of a specific Article of this Agreement which is subject to arbitration.

This Article is intended to be consistent with the provisions of applicable state and federal laws and University policies. Nothing in this Article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available. In the event, however, that an employee or a group of employees elects to file a complaint alleging unlawful discrimination with an external agency or court(s), the Arbitration procedure set forth in this Agreement will not be or will no longer be available.

With regard to a grievance alleging sexual harassment, an employee who has filed a grievance must meet all of the requirements, including time limits for filing, under Article 22 – Grievance and Arbitration Procedures. Instead of, or in addition to filing a grievance, an employee may report an allegation of sexual harassment to the campus's Title IX Officer pursuant to the University of California's Sexual Violence and Sexual Harassment Policy. If an employee files a timely grievance that includes an allegation of sexual harassment, the University shall forward the allegation(s) to the Title IX Officer for review. If the Title IX Officer determines an investigation is warranted, the grievance will be held in abeyance pending conclusion of the investigation. Additionally, if the grievance is put into abeyance, after completion of the process under the University policy, the employee may withdraw the grievance or request that the grievance continue to formal review pursuant to the grievance procedure provided for in this agreement. Nothing in this Article is intended to conflict with the University of California's Sexual Violence and Sexual Harassment Policy.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 7 – HIRING

A. The UNION and Chief Steward shall be notified via email whenever the CAMPUS or LABORATORY has an open position in the bargaining unit it intends to fill.

B. All job announcements for open positions covered by this Agreement will be posted on the CAMPUS and LABORATORY's website.

1. The UNIVERSITY shall have sole responsibility for the selection of an individual or individuals to fill an open position. Lead persons for the craft being hired shall be included in the selection process.

2. Employees desiring to compete for promotional or transfer opportunities shall meet the minimum qualifications for the position in which they are interested. The applicants judged to be best qualified for open positions will be selected for these positions; however, in those cases where qualifications are essentially equal, special consideration will be given bargaining unit applicants to allow for promotional opportunities.

3. A bargaining unit employee who has received notice of layoff from either the CAMPUS or the LABORATORY in accordance with the provisions of Article 18 – Layoff/Reduction in Time may apply for an open position at the other location. The applicant judged to be best qualified for the open position will be selected for the position; however, in those cases where applicant's qualifications for the open position are essentially equal, special consideration will be given bargaining unit applicants during their period of recall eligibility.

C. Within seven calendar days, the UNION and Chief Steward will be notified via email of all new hires within the bargaining unit.

D. During the term of this Agreement the University will use various methods to procure the services of temporary maintenance workers based on situational requirements and constraints. One such method the University will use is to procure temporary maintenance workers directly from the union hiring hall.

In those instances in which the University uses the hiring hall, it will notify the appropriate union of its needs. Within two working days of the University's request, the union will refer a diverse pool of qualified applicants for the position or positions. The University is free to hire or reject the applicants referred through this process. If the University does not fulfill its staffing needs after the two-working day union-referral period, other recruitment sources will be utilized.

The use or non-use of the hiring hall shall not be subject to the grievance or arbitration procedure set forth in the collective bargaining agreement unless the exercise thereof violates an express written provision of the agreement.

An employee appointed to work full-time for three months or more is eligible to enroll in one of the University's health plans.

E. CAMPUS employees who desire to request a transfer within their classification and Department will submit a formal transfer request to their appropriate Associate Director or designee. When an opening becomes available in the desired location/building or assignment, transfer requests will be reviewed before people are hired or other employees are transferred to fill the open position. Laid off employees with preferential rehire or recall rights will be given first consideration for any opening. Before any decision to transfer is made, the CAMPUS will post the opportunity on the website for fourteen calendar days.

F. **APPOINTMENTS**. The following provisions apply to the CAMPUS only.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

1. **Permanent/Career Appointment**. The working definition of a "permanent appointment" is not changed. It is an appointment established at a fixed or variable percentage of time at fifty (50) percent or more of full-time which is expected to continue for one year or longer. "Career appointment" is the official University term identifying what our contract refers to as a "permanent appointment."
2. **Limited Appointment**. A "temporary appointment" is redefined as: an appointment established at any percentage of time, fixed or variable, during which the incumbent is expected to be on regular pay status for less than one-thousand (1,000) hours in a twelve (12) month period. "Limited appointment" will be the official University term identifying what our contract refers to as a “temporary appointment.”
3. A limited appointment will convert to a permanent appointment when the incumbent has attained one-thousand (1,000) hours of qualifying service in any 12 consecutive months without a break in service of at least 120 consecutive calendar days. The conversion to permanent status will be effective the first of the month after an employee attains one-thousand (1,000) hours of qualifying service. For the purposes of this calculation only, "qualifying service" includes all time on pay status. Pay status does not include paid overtime or on-call hours.
4. With reference to Article 27 – University Benefits, membership in the University of California Retirement Plan (UCRP) will begin the first of the month after an employee attains one-thousand (1,000) hours of qualifying service (as defined above) during twelve (12) consecutive months. From the entry date forward, the employees will accumulate service credit and will be eligible for UCRP benefits in accordance with Plan provisions.
5. The automatic conversion to career status upon attaining one-thousand (1,000) hours of qualifying service as provided in Section F.3., above, will not occur when an employee who was hired as a replacement for another person who is on an extended leave that exceeds one-thousand (1,000) hours.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 8 – PROBATIONARY PERIOD

A. Employees shall serve a probationary period of six (6) calendar months of continuous service at one-half time or more without a break in service. If a probationary employee is injured on the job and is medically restricted from working, the probationary period will be held in abeyance until the employee is medically released to resume the full range of his/her job duties.

B. For purposes of this Article, a month of service at one-half time or more means a calendar month in which the employee has actually worked fifty (50) percent or more of the available working hours of that month. Employees who are rehired following a break in service of one calendar year or more shall serve a new probationary period whether or not they previously completed a probationary period.

C. Prior to the completion of the probationary period, an employee may be disciplined or released without cause at the sole discretion of the CAMPUS or LABORATORY and without recourse to the Grievance or Arbitration procedure of this Agreement.

D. Temporary employees shall begin a probationary period upon appointment to a permanent position. If there is no break in service, up to three (3) months of the temporary employment in the same classification shall be counted towards the completion of the probationary period.

E. A written performance evaluation shall be provided to all probationary employees after ninth (90) days but no later than 120 days of their probationary period.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 9 – HEALTH AND SAFETY

A. If an employee has a reasonable belief that a specific job assignment will result in a real and apparent illness or injury to him/herself, the employee may request, through the immediate supervisor, a determination in writing from the appropriate CAMPUS or LABORATORY office whether or not the assignment is safe. The test results used to make the determination must be disclosed, in writing, by the appropriate office to the employee. Once a determination has been made by the CAMPUS or LABORATORY that the assignment should not result in illness or injury, the employee must comply with the assignment.

B. The CAMPUS and LABORATORY will maintain a safe environment consistent with standards as established by applicable laws, and the UNION agrees to cooperate with those efforts.

C. The existing Health and Safety Committees at the LABORATORY and at the CAMPUS will continue to review issues of health and safety affecting employees in the unit. Each committee will consider ways in which work performed by members of the unit can be made safer, and will make recommendations to the appropriate CAMPUS or LABORATORY officials. Each committee shall meet as necessary, and review issues of safety affecting employees in the unit. Once approved by the appropriate CAMPUS or LABORATORY official, the policy adopted from the committee's recommendation shall be transmitted to unit members to protect the safety and welfare of the CAMPUS, LABORATORY, and employees.

D. Craft employees shall be required to attend one or more craft/safety meeting per month.

E. All UNIVERSITY employees represented by the UNION shall be reimbursed up to the amount listed below annually by the UNIVERSITY for the cost of approved safety footwear. Craft specific personal protective equipment (“PPE”) will be issued to meet the workplace safety requirements up approval of the CAMPUS or LABORATORY. The employee must present the original receipt to receive the reimbursement. Employees are required to wear safety shoes and craft specific PPE during all work.

    1. Effective October 1, 2026: $310
    2. Effective October 1, 2028: $320

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 10 – HOURS OF WORK

A. **WORK WEEK**

1. The standard workweek consists of seven (7) consecutive days and shall begin,
    a. For the CAMPUS, at 12:01 a.m. Monday;
    b. For the LABORATORY, 12:01 a.m. Sunday; and

B. **WORK SCHEDULE**

1. The standard work schedule for full-time employees shall be forty (40) hours per work week, normally scheduled in shifts of eight (8) hours. Normal hours of work are from 6:00 a.m. to 2:30 p.m. or 7:00 a.m. to 3:30 p.m., Monday through Friday.

2. SHIFTS

    a. For the CAMPUS, shifts for HVAC Watch Mechanics are:
        i. Day, 7:00 a.m. to 3:30 p.m.;
        ii. Swing, 3:00 p.m. to 11:00 p.m.; and
        iii. Owl, 11:00 p.m. to 7:00 a.m.
    b. For the LABORATORY, shifts for the Plant Maintenance Technicians are:
        i. Day, 6:00 a.m. to 2:30 p.m.;
        ii. Swing, 2:15 p.m. to 10:15 p.m.; and
        iii. Owl, 10:15 p.m. to 6:15 a.m.
    c. For CAMPUS only, shifts for all titles excluding HVAC Watch Mechanics are:
        i. Day, 7:00 a.m. to 3:30 p.m. Monday through Friday,
        ii. Swing, 3:00 p.m. to 11:00 p.m. Monday through Friday,
        iii. Owl, 11:00 p.m. to 7:00 a.m. Monday through Friday.

3. Employees leaving the site during normal work hours must contact their supervisor for approval. In an emergency, the employees may notify the main office if the supervisor is not available. The employee must notify the supervisor upon return.
4. Upon mutual agreement between the UNIVERSITY and the UNION, the UNIVERSITY may modify work schedules by each craft shop and/or department. These agreements will be documented and will be non-precedential. A UNIVERSITY request for a new shift for new employees will not be unreasonably denied by the UNION.
5. In the event that a change of shift is necessary:
    a. The UNIVERSITY shall make every effort to provide an employee with at least seven (7) calendar days notice prior to changing their shift for a period of less than four (4) workweeks in duration.
    b. The UNIVERSITY shall make every effort to provide an employee with at least fourteen (14) calendar days notice prior to changing their shift for a period of more than four (4) workweeks but less than eight (8) work weeks in duration.
    c. Any change of shift longer than eight (8) work weeks shall first be offered on a voluntary basis. If no volunteers come forward, the shift will be assigned in reverse seniority order.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

C. **ALTERNATE WORK SCHEDULES**

1. Alternate work schedules (for example, but not limited to, 4/10 schedules) may be established by mutual agreement between the UNIVERSITY and the employee upon written request of an employee and reviewed by the UNION. In all such cases, the UNIVERSITY shall provide notice to the UNION. If the UNION objects to the alternate schedule, granted or not granted, the parties will meet to discuss the schedule in an attempt to resolve the concerns raised by the UNION within fourteen (14) calendar days prior to implementation. Disputes concerning this paragraph are not subject to the Grievance or Arbitration procedures of the Agreement.

D. **MEAL PERIODS**

Meal periods shall consist of thirty minutes and shall not count as time worked if the employee is completely relieved from duty. Employees who are completely relieved from duty shall not be required to be accessible during the meal period. Under special circumstances an employee may request a longer lunch break, but only with the approval of the supervisor.

E. **REST PERIODS AND CLEAN-UP TIME**

1. Rest periods not to exceed fifteen minutes, once during each half of an eight (8) hour shift, will be granted to employees. The time shall not be taken at the beginning or end of a work period, and rest periods shall not be accumulated. Rest periods shall be taken unless operational necessity requires that they be denied. At the end of such operational needs, the employee shall be allowed to take the denied rest periods.
2. Depending on the nature of work, employees will be allowed reasonable time prior to the end of their shift as appropriate to pick up their tools, clean up the work site, travel to the shop, wash their hands, and change clothes.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 11 – OVERTIME/ON-CALL/FATIGUE TIME

A. **OVERTIME**

1. Overtime is time worked which exceeds the hours of a full-time employee's regular daily schedule on pay status or exceeds forty (40) hours on pay status in a workweek.
    a. Pay status includes time worked and paid leave such as sick leave, vacation leave, holidays, military leave, compensatory time off, and administrative leave with pay.
    b. Pay status does not include leave without pay, overtime, or on-call.
2. Overtime shall be paid at the rate of one and one-half times the employee's straight-time rate; two times the straight time rate for Stationary Engineers. Work in excess of twelve (12) hours in a given day or more than eight (8) hours on the seventh day of a workweek shall be paid at two (2) times the straight-time rate. When an Employee is required to work through or interrupt lunch due to operational needs, that employee shall be paid overtime rate for the lunch period or allowed a lunch period as soon as operational need allows.
3. **SCHEDULED OVERTIME**: To the extent practicable, the UNIVERSITY shall determine the need for scheduled overtime work in advance of the day when such work is to be performed. For scheduled overtime, such overtime shall be posted along with a sign-up list for those interested in performing the overtime. Employees will be notified as soon as practicable before such work is to be performed. Employees interested in working overtime shall sign the scheduled overtime list indicating their desire to perform overtime work. In the event more employees than are needed want the overtime work, the work shall be assigned to those employees with the requisite skills, as determined by the UNIVERSITY, who have the least number of accumulated overtime hours worked in that calendar year. If the employees have an equal number of accumulated overtime hours, the assignment will be given to the employee with the most seniority within the layoff unit.

   VOLUNTARY OVERTIME: The voluntary overtime list will be compiled as follows: In January, the UNIVERSITY shall post a voluntary list for overtime. Employees who wish to work overtime shall place their name on the list. The initial annual lists will be arranged by seniority accrued within the layoff unit. Any employees adding their names to the overtime list shall be permitted to do so.

   EMERGENCY OVERTIME: Employees who wish to work emergency overtime, as determined by the UNIVERSITY, will rotate, the order as to who, on the crew, is to be contacted first to respond to an emergency overtime. This rotation will occur whenever the employee(s) contacted accepts or refuses an overtime assignment. A missed call by an employee does not constitute a refusal. The Supervisor will maintain the overtime list, for their respective craft and/or shop. The Supervisor will ensure that the list is posted with the craft lead responsible for dispatching. The voluntary and emergency overtime lists shall not be used in lieu of the work on-call schedule. Any newly hired employees with the requisite skills signing the overtime lists will be added to the bottom of the lists after the first full month following the beginning of their employment.

   If no employee accepts the overtime assignment, such work shall be assigned among employees in the same classification and department. The employee with the requisite skills, as determined by the UNIVERSITY, with the least amount of seniority shall be required to perform the overtime assignment. Unless excused by the UNIVERSITY, an employee must accept the overtime assignment.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

Before overtime is assigned, the employee(s) working on the project requiring the overtime assignment will be given first option to perform such overtime. Each year, employees will be given the opportunity to volunteer to work craft-specific overtime that is occasioned by sporting events. Overtime assignments, including alternates, for such events will be determined by a lottery held at relevant craft meetings at least thirty (30) days prior to the initial sporting event. The lottery will be held amongst those employees with the requisite skills, as determined by the UNIVERSITY.

For the Fire Alarm crews at the UNIVERSITY the following exceptions will apply: the list will be rotated on a weekly basis, and participation is not voluntary. In addition, this procedure eliminates the requirements to maintain a list of overtime worked for the UNIVERSITY Fire Alarm crews only.

4. If an employee has volunteered for an overtime assignment pursuant to Section 3., above, and is scheduled to work overtime on a non-work day and such work is cancelled, they shall be paid overtime compensation for a minimum of four (4) hours if they do not obtain notice of the cancellation of such work prior to the end of their last regular work shift proceeding the scheduled overtime.

   To qualify for this payment, the employee must confirm such assignment with their supervisor at the conclusion of the employee's regular work shift immediately preceding such overtime assignment. If the employee's supervisor cannot be contacted by the end of the regular shift, the work shall be considered scheduled.

5. **COMPENSATORY TIME OFF**

   a. In lieu of overtime payment as set forth in Section A., above, a CAMPUS employee who has volunteered for an overtime assignment or has been called back in accordance with Section A.6., below, of this Article may at CAMPUS management's sole discretion be granted compensatory time off for such overtime or call back hours.

   b. Unless the CAMPUS employee and CAMPUS management agree otherwise, overtime will be paid. An employee may, upon hire and thereafter during the months of June and November, file a written indication of preference for either compensatory time off or pay with their immediate supervisor.

   c. The decision to grant or pay compensatory time off shall be made by the CAMPUS and shall be a final decision not subject to the Grievance or Arbitration procedures set forth in this Agreement.

   d. Upon separation from the CAMPUS, CAMPUS employees shall be paid for all accumulated compensatory time off hours at the CAMPUS employee's current rate of pay.

   e. Scheduling of compensatory time off shall be by mutual agreement of the employee and the supervisor, subject to the operational needs of the CAMPUS, and shall not be unreasonably denied.

6. **CALL BACK**

   a. When an employee, after leaving the premises, is ordered back to work without prior notice or when prior notice is given, but the work begins at least two (2) hours after the completion of the employee's work schedule, the employee shall receive credit for a minimum of four (4) hours of actual work time.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

b. This four-hour minimum call-back provision does not apply to work which begins four (4) hours or less before the beginning of the employee's regularly assigned work schedule.

7. There is no pyramiding of overtime payments.
8. In situations involving "call back" and on-call "call-in" the following shall apply:
    a. Leadpersons shall be compensated for 30 minutes at the appropriate overtime rate if directed outside their regularly scheduled work hours to telephone in other employees to cover emergency work.
    b. If a supervisor or designee calls an employee for assistance on a matter requiring trade knowledge, the employee will be compensated 30 minutes overtime at the appropriate overtime rate.

B. **ON-CALL**

1. On-call is time during which a bargaining unit employee is required to restrict activities and be available for immediate return to work. A bargaining unit employee is not considered to be in on-call status unless they have previously been scheduled by the UNIVERSITY for the assignment. The UNIVERSITY retains the exclusive right to determine the need for and the assignment of on-call time. Nothing in this paragraph guarantees that an employee on on-call status must be called in to perform the assigned available work. At the UNIVERSITY, a bargaining unit employee shall be excluded from on-call assignment during their probationary period. Time spent in on-call status, but not actually worked, is not considered as time worked or time on regular pay status. On-call status does not constitute overtime.
    a. **CALL IN**: A bargaining unit employee called in to work from on-call status shall report promptly and shall be assigned by the UNIVERSITY to perform emergency work. A bargaining unit employee in on-call status who is called in to work shall be guaranteed a minimum of four (4) hours of work, or four (4) hours of pay in lieu of work, for each occurrence of call-in.
2. **On-Call Pay Rate**
    a. Effective October 1, 2026, the on-call pay rate shall be $7.55.
    b. Effective October 1, 2027, the on-call pay rate shall be $7.80.
    c. Effective October 1, 2028, the on-call pay rate shall be $8.05.
    d. Effective October 1, 2029, the on-call pay rate shall be $8.30.
3. On call employees must respond within thirty (30) minutes of being called and return within one hour or as agreed upon with the division/department/unit.

C. **FATIGUE TIME**

1. In recognition of the service provided to the CAMPUS and to reduce the potential for accidents as a result of an employee having insufficient rest time before beginning their next regularly scheduled shift, an eligible employee shall be entitled to fatigue time.
2. Employees shall receive full pay for fatigue time, hour for hour, worked if they have worked overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee’s next regularly scheduled shift, provided that the employee worked two (2) or more consecutive hours of overtime within a nine (9) hour period before the start of the employee’s next regularly scheduled shift.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

3. Fatigue time will also apply if an employee is called in with three (3) or fewer hours til the start of their next regularly scheduled shift.
4. Fatigue time will apply if an employee is called in or is scheduled to return to work with less than eight (8) hours from the end of their regular work shift. The fatigue time will be paid hour for hour worked and will start upon the employee's return to work.
5. Fatigue time will also apply if an employee is called in two or more times in an eight (8) hour period prior to their regular work shift. The employee will be paid for eight (8) hours of fatigue time for the next regular work shift immediately following overtime work.
6. Fatigue time must be taken during the first or last part of the next regularly scheduled work day.
7. Employees shall not receive fatigue time if they are called out to perform overtime work within two (2) hours of the start of their next regularly scheduled shift.
8. Discussions regarding extending fatigue time to the LABORATORY will occur during regular Labor Management Meetings between the LABORATORY and UNION. An agreement, if any, between the LABORATORY and UNION regarding fatigue time shall be appended to this Agreement.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 12 – SHIFT DIFFERENTIALS

A. An employee in a UNIVERSITY classification contained in Article 1 – Recognition of this Agreement will be paid shift differential when required to work on an assigned swing shift or owl shift.

B. The swing shift shall consist of the hours from 3:00 p.m. to 11:00 p.m. and an owl shift from 11:00 p.m. to 7:00 a.m.

C. Shift differentials will be as follows:

   1. Swing 7.5% of the employee's base rate of pay
   2. Owl 15% of the employee's base rate of pay

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 13 – OUT OF CLASS ASSIGNMENT

A. **Relief in Higher Classification**. Any employee who has been assigned in advance by their supervisor to assume the duties of a higher classification (i.e. Lead, Planner-Estimator, Supervisor) and who, pursuant to such assignment does assume and perform the duties and responsibilities of the higher classification, shall be compensated at the pay rate for the higher classification, for the duration of that assignment.

B. **Cross-Craft Work**. Except as provided for in Article 1 – Recognition, employees will not perform cross-craft work.

C. If a Craft Lead is absent for four (4) hours or more from the shift, a temporary Lead shall be assigned to assume those responsibilities and paid hour for hour.

D. Temporary leads shall not exceed six (6) months. A temporary position that exceeds six months will be posted as a career position.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 14 – VACATION

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

1. An employee must be on pay status for at least one-half of the working hours of a month or quadri-weekly cycle to earn vacation credit for that month or quadri-weekly cycle.

B. An eligible employee shall earn vacation credit each month or quadri-weekly cycle (a quadri- weekly cycle is two bi-weekly pay cycles, maximum 160 hours) based on the number of hours on pay status for that month or quadri-weekly cycle at the following rates:

Months of Qualifying Service	Per Hour on Pay Status*	Approximate Yearly Earning**	Maximum Accumulated Balance
Less than 120	.057692	15 days	240 hours
120 – less than 180	.069231	18 days	288 hours
180 – less than 240	.080769	21 days	336 hours
240 or more	.092308	24 days	384 hours

*hours on pay status, including paid holidays, but excluding overtime hours

**full time rate

C. A month of service at one-half time or more is a month of qualifying service. Time on military leave from the UNIVERSITY is included. Vacation credit shall be accrued by an eligible employee during leave with pay.

D. Vacation credit for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that an eligible employee who is terminating UNIVERSITY service accrues proportionate vacation through the last day on pay status. Vacation is earned proportionately for work in excess of fifty (50) percent, but less than full-time. (See Chart at the end of this Article.)

E. An employee can accrue vacation credit up to a maximum number of hours equal to two times the yearly accrual rate for a full-time employee with the same number of years of qualifying service. During the month or quadri-weekly cycle that an employee will earn vacation credit exceeding this maximum, the UNIVERSITY, consistent with operational requirements, will schedule vacation time off for the employee to the extent necessary to prevent an over maximum accumulation. If vacation leave is not scheduled, the UNIVERSITY will then pay the employee at their current hourly rate for those hours which accrue over the maximum.

F. Time spent on pay status in excess of forty (40) hours in any work week does not earn extra vacation credit.

G. An employee who earns vacation from the date of the appointment shall not use such vacation until completing six (6) continuous months on pay status at fifty (50) percent time or more in each month.

H. A person employed by the State of California who has completed six (6) months of State service at one-half time or more who begins work for the UNIVERSITY within fifteen (15) calendar days of leaving State service shall not serve another waiting period for vacation credit. A person who has previously completed the waiting period in this bargaining unit and who is re-employed after a break in service of

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

less than six (6) months or who is recalled from layoff during the period of eligibility shall not serve another waiting period to use vacation.

I. Vacation leave shall be scheduled at the convenience of the CAMPUS or LABORATORY. An employee wishing to take accrued vacation shall notify their supervisor of the dates on which the vacation is desired. The Department will make every effort to grant vacation as requested. If an employee is approaching the maximum vacation credit which may be accrued, the employee, upon request, shall be granted a vacation. Vacation credit shall not be used prior to the time it is accrued.

1. Vacation Payment Upon Layoff: An employee with accrued vacation credit who is placed on layoff shall be paid for any vacation accrued prior to the effective date of the layoff.

J. An employee leaving the LABORATORY to accept a position at any other UNIVERSITY campus shall be paid their accrued vacation credit through the employee's last day of work. A campus employee leaving this unit to accept another campus position shall, if otherwise eligible, have any accrued vacation leave transferred if the employee is moving to a position where vacation is accrued. An employee entering the unit from other than a LABORATORY position shall retain the vacation leave accumulations earned in the previous UNIVERSITY position.

K. An employee with accrued vacation credit who terminates employment or who is granted extended military leave shall be paid for vacation credit through the employee's last day of work. The last day of work shall be the effective date of termination except that an employee who is retiring may use vacation up to the effective date of retirement.

L. If vacation leave is to be used as part of an approved medical or family leave, the request for the use of vacation leave must comply with the notice and certification requirements for requesting medical or family leave.

M. **CATASTROPHIC LEAVE SHARING PROGRAM**

1. Bargaining unit employees at the CAMPUS may participate in the CAMPUS Catastrophic Leave Sharing Program. The program may be found at: https://hr.berkeley.edu/policies/leaves/catastrophic.

2. Bargaining unit employees at the LABORATORY may participate in the LABORATORY Catastrophic Leave Sharing Program. The program may be found at: https://commons.lbl.gov/spaces/rpm2/pages/74319255/Catastrophic+Leave+Sharing#CatastrophicLeaveSharing--1898802862.

N. Approximate Vacation Credit Tables Below:

Table A			**Table B**	
Approximate Vacation Credit for Employees Having Less than 120 Months of Qualifying Service			**Approximate Vacation Credit for Employees Having at Least 120, but Less than 180, Months of Qualifying Service**	
Percent of Time on Pay Status	Hours of Vacation Earned		Percent of Time on Pay Status	Hours of Vacation Earned
0-49	0		0-49	0
50-54	5		50-54	6
55-64	6		55-62	7
65-74	7		63-70	8
75-84	8		71-79	9

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

85-94	9		80-87	10
95-100	10		88-95	11
			96-100	12

Table C			**Table D**	
Approximate Vacation Credit for Employees Having at Least 180, but Less than 240, Months of Qualifying Service			**Approximate Vacation Credit for Employees Having at Least 240 Months of Qualifying Service**	
Percent of Time on Pay Status	Hours of Vacation Earned		Percent of Time on Pay Status	Hours of Vacation Earned
0-49	0		0-49	0
50-53	7		50-53	8
54-60	8		54-59	9
61-67	9		60-65	10
68-74	10		66-71	11
75-82	11		72-78	12
83-89	12		79-84	13
90-96	13		85-90	14
97-100	14		91-96	15
			97-100	16

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 15 – HOLIDAYS

A. The CAMPUS and LABORATORY observe the following days as administrative holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Farmworkers Day (For the LABORATORY, see Section I., below)
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veterans Day (at the LABORATORY, subject to DOE approval and See Section I., below)
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Eve
13. Christmas Day
14. New Year's Eve
15. One (1) Administrative Holiday to be selected by the LABORATORY
16. And one floating holiday.

B. The CAMPUS and LABORATORY will observe the administrative holidays as published annually. Unless an alternate day is designated by the CAMPUS/LABORATORY, when a holiday falls on Saturday the preceding Friday is observed as the holiday, and when a holiday falls on Sunday the following Monday is observed as the holiday.

C. By charging time off to accrued overtime, accrued vacation or leave without pay, an employee may observe a special or religious holiday if the CAMPUS or LABORATORY determines that work schedules permit.

D. A full-time employee who does not work due to a holiday listed in Section A., above shall be paid for eight (8) hours at the regular straight-time rate of pay. A full-time employee required to work on a holiday listed in Section A., above, above shall be paid at the straight-time rate for the hours actually worked. In addition, at the option of the CAMPUS or LABORATORY, the full-time employee shall receive either eight (8) hours compensatory time off or eight (8) hours of holiday pay at the overtime rate. A full-time employee who does not work and whose regular day off falls on a holiday listed in Section A., above, above shall receive another paid day off in lieu of the holiday to be mutually scheduled between the employee and the supervisor.

E. If a holiday falls during an employee's scheduled vacation, it shall not be counted as a day of vacation.

F. To be eligible for holiday pay, an employee must have been on pay status on the employee's last scheduled workday before the holiday and first scheduled workday after the holiday. An employee on pay status for at least fifty (50) percent time or more earns holiday pay. Holiday pay for part-time employees is in accordance with the following table:

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

Table E	
Percent of Time on Pay Status	Hours of Holiday Pay
50-56	4
57-68	5
69-80	6
81-93	7
94-100	8

G. New and rehired full-time employees shall receive pay for any holiday immediately preceding the employee's first day of work if the holiday is the first working day(s) of the month. A terminating full-time employee shall receive holiday pay for any holiday immediately following the employee's last day of work provided the holiday is the last working day(s) of the month. A full-time employee on approved leave without pay, of not more than twenty (20) calendar days, including holidays, or on a temporary layoff of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday which occurred during that period. No employee shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence or a disciplinary suspension.

H. **FLOATING HOLIDAY**

1. Non-probationary, career employees 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 scheduled at the convenience of the CAMPUS or LABORATORY. An employee wishing to use the floating holiday shall notify their supervisor of the date on which use of the floating holiday is desired.
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**
    i. 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 floating holiday time as set forth in Table E., above.

I. For the LABORATORY only:

In lieu of using the Administrative Holiday during the winter shut-down, it may be used as a floating holiday, with supervisory approval, on Farmworkers Day or Veterans Day. The LABORATORY will be open on both Farmworkers Day and Veterans Day and closed during the winter shut-down. Employees electing to use the Administrative Holiday as a floating holiday on either Farmworkers Day or Veterans Day will be required to use vacation leave or leave without pay during the winter shut-down. Use of the Administrative Holiday as a floating holiday must be taken during the calendar year and cannot be

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

accrued for future use. Non-exempt employees working on Farmworkers Day and Veterans Day will be paid for hours worked only. They will not receive additional holiday pay.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 16 – SICK LEAVE

A. Sick leave is to be used for personal illness or disability, medical appointments, the death of a family member, in accordance with Section C., below, the illness of a family member, in accordance with Section C., below, or for pregnancy-related illness and disability, in accordance with Section C., below. Requests for the use of sick leave shall be made in accordance with departmental procedures. An employee who is out three days or more, or whose sick leave usage is determined by the UNIVERSITY to be excessive or patterned, may be required to submit satisfactory proof of the event occasioning the use of sick leave.

B. An eligible employee shall earn sick leave credit at the rate of .046154 hours per hour on pay status, including paid holiday hours but excluding all paid overtime hours. An employee must be on pay status for at least one-half of the working hours of a month or quadri-weekly cycle to earn sick leave credit for the month or quadri-weekly cycle. Time on pay status in excess of a full-time work schedule does not earn sick leave credit. Sick leave is earned during leave with pay. For the purposes of this Agreement, a quadri-weekly cycle is defined as two bi-weekly pay periods designated by the University to be considered as one unit for the purpose of leave accrual. Earned sick leave for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate sick leave credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status according to the following table:

Table F	
Percent of Time on Pay Status	Hours of Sick Leave Earned
0-49	0
50-56	4
57-68	5
69-80	6
81-93	7
94-100	8

The number of sick leave hours which may be accumulated is unlimited.

C. Sick leave shall not be used prior to the time it is accrued nor shall sick leave be used beyond a predetermined date of separation or leave without pay. A pregnant employee on approved leave without pay on the date certified by their doctor as the date on which they can no longer work, or the date of delivery (whichever is earlier) is entitled to use accrued sick leave beginning at that time and continuing through the period they are physically unable to perform the normal duties of their job.

An employee shall be allowed to use not more than thirty (30) calendar days of accrued sick leave in any calendar year when required to be in attendance or to provide care, because of the illness of the employee's spouse, parent, child, sibling, grandparent, or grandchild. In-laws and step-relatives in the relationships listed are also covered. This paragraph also covers other related persons residing in the employee's household.

Up to forty (40) hours of accrued sick leave per year may be used when the employee's attendance is required due to the death of the employee's mother, father, husband, wife, son, daughter, brother or sister; or of any other related person who is residing in the employee's household.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

If, while on vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, the employee may use accrued sick leave for that personal illness. Illness of a family member is not covered during the employee's vacation.

D. An employee who leaves this unit shall have any accrued sick leave transferred if the employee is moving to a position where sick leave is accrued and can be transferred. An employee who leaves this unit to a position which does not accrue sick leave or to which sick leave cannot be transferred shall have the employee's accrued sick leave held in abeyance. If the employee should subsequently return to a position within the bargaining unit, the previously accrued sick leave will be restored.

   An employee who enters this unit shall retain the sick leave accumulations earned in the UNIVERSITY position held prior to the movement.

E. An employee who is recalled from layoff within the employee's period of recall eligibility shall have all accrued sick leave from prior service reinstated. An employee re-employed into a bargaining unit position after a break in service of fifteen (15) calendar days or less shall have all sick leave accrued from prior service reinstated. If reemployment reoccurs after a break in service of sixteen (16) calendar days or more, but less than 180 calendar days, prior sick leave up to a maximum of eighty (80) hours shall be reinstated. If a break in service is of 180 calendar days or more, the prior accrued sick leave shall not be reinstated.

F. If sick leave is to be used as part of an approved medical or family leave, the request for the use of sick leave must comply with the notice and certification requirements for requesting medical or family leave.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 17 – ADMINISTRATIVE LEAVE

A. **Jury Duty and Grand Jury Duty.** A full-time employee in a permanent position on any shift or work schedule shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the number of hours in the employee's normal workday and the employee's normal workweek. A part-time employee in a permanent position shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the employee's regularly scheduled hours of work.

B. **Administrative or Legal Proceedings.** When an employee is attending administrative or legal proceedings on behalf of the UNIVERSITY, attendance is counted as time worked.

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

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

D. **Blood Donations.** An employee may be granted leave with pay, up to a maximum of two hours, for donating blood during regularly scheduled hours of work.

E. **University Functions.** An employee may be granted leave with pay during regularly scheduled hours of work to attend commencement exercises, Charter Day exercises, and other UNIVERSITY meetings or functions as designated by the Chancellor or LABORATORY Director.

F. **Emergencies**. An employee may be granted leave with pay during regularly scheduled hours of work for the period of time authorized by the Chancellor or LABORATORY Director due to natural or man-made emergencies.

G. **Family and Medical Leave**

1. General
    a. An eligible employee may be granted a pregnancy disability leave, family and medical leave, work-incurred disability leave, or personal leave as provided in the following sections, except that a leave of absence shall not extend beyond a predetermined separation date.
    b. Where applicable, leaves, transfers, or reduced work schedules shall require written certification from a health care provider of the individual requiring care.
2. **Pregnancy Disability Leave**
    a. An employee who is disabled from working because of pregnancy, childbirth or related medical conditions shall be granted upon request, a leave of absence for up to 4 months during the period of disability. Pregnancy disability leave may consist of leave without pay and/or paid leave such as accrued sick leave, vacation and compensatory time off.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

b. If an employee on an approved pregnancy disability leave also is eligible for family and medical leave under Section G.3., below, up to 12 work weeks of pregnancy disability leave shall run concurrently with family and medical leave under Federal law. Upon termination of a pregnancy disability leave that runs concurrently with Federal family and medical leave, an employee is also entitled to up to 12 work weeks of State family and medical leave for any covered reason except pregnancy or related medical conditions.

c. **Reduced Work Schedules**. When medically necessary, an employee may take pregnancy disability leave on a reduced work schedule or on an intermittent basis. The University may require an employee who is on a reduced work schedule or intermittent leave to temporarily transfer to an alternative position if the alternative position better accommodates the required work schedule than the employee's own position.

d. **Advance Notice**. Whenever possible, an employee shall provide at least thirty (30) days' advance notice. If thirty (30) days notice is not practicable because of a medical emergency, for example, notice shall be given as soon as practicable.

e. **Reinstatement**. Reinstatement shall be to the same position provided that the employee returns to work within 4 months and immediately following termination of pregnancy disability leave. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, reinstatement shall be to a similar job at the same location. If a similar position is not available, the employee shall be afforded the same consideration afforded other employees who are laid off or terminated pursuant to the provisions of Article 18 – Layoff and Reduction in Time, Article 19 – Discipline & Dismissal, and Article 8 – Probationary Period.

f. **Light Duty**. As an alternative to or in addition to pregnancy disability leave, the University shall temporarily modify a pregnant employee's own position or transfer a pregnant employee to a less strenuous or hazardous position upon request and with the advice of the employee's health care provider, if the temporary modification or transfer can be reasonably accommodated. A temporary modification or transfer shall not be counted toward an employee's entitlement of up to four (4) month pregnancy disability leave. An employee shall be reinstated to the same or similar position pursuant to the provisions of Section G.2.e., above.

3. **Family and Medical Leave**

a. Family and medical leave is provided for an eligible employee's serious health condition, the serious health condition of the employee's child, spouse, or parent, or to bond with the employee's newborn, adopted, or foster care child in accordance with State and Federal law in effect at the time the leave is granted. Leave granted for bonding purposes shall be concluded within 12 months following the child's birth or placement for adoption or foster care.

b. **Eligibility**. An employee is entitled to up to twelve (12) work weeks of family and medical leave during the twelve (12) month leave year provided that:

i. the employee has at least twelve (12) cumulative months of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement); and

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ii. the employee has worked at least 1,250 actual hours during the twelve (12) months immediately preceding the commencement date of the leave.

iii. In the event University policy and/or applicable State or Federal Law result in a different date of commencement for the twelve (12) month family and medical leave period, the commencement period for employees in the bargaining unit shall conform to the commencement date generally applicable to other University staff employees.

c. **Use of Paid Leave**. Family and medical leave is unpaid leave, except under the following circumstances:

i. Accrued vacation earned under Article 14 – Vacation, may be used at the employee's option for leave granted for the employee's own serious health condition or for pregnancy disability. Accrued vacation shall be used during a leave granted for any other covered reason.

ii. Accrued sick leave earned under Article 16 – Sick Leave, may be used during a family and medical leave granted for an employee's serious health condition. Not more than thirty (30) calendar days of accrued sick leave in any calendar year shall be used during a family and medical leave granted to care for a child, spouse, or parent with a serious health condition.

iii. Supplemental and/or extended sick leave may be used during a family and medical leave granted to an employee who is receiving temporary disability payments under the Workers' Compensation Act.

d. The University shall designate all paid and unpaid leaves as family and medical leave if the leave meets the requirements set forth in Section G.3.b.i.-iii..

e. **Reduced Work Schedules**. When medically necessary, an employee may take family and medical leave on a reduced work schedule or on an intermittent basis. The University may require an employee who is on a reduced work schedule or intermittent leave to temporarily transfer to an alternative position if the alternative position better accommodates the required work schedule than the employee's own position.

f. **Advance Notice**. Whenever possible, an employee shall provide at least thirty (30) days advance notice. If thirty (30) days notice is not practicable because of a medical emergency, for example, notice shall be given as soon as practicable. Failure to comply with these notice requirements may result in postponement of family and medical leave.

g. **Reinstatement**. Reinstatement shall be to the same position, or at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 18 – Layoff and Reduction in Time, Article 19 – Discipline & Dismissal and Article 8 – Probationary Period.

h. **Return to Work Certification**. An employee who is granted leave for the employee's own serious health condition may be required to present medical certification prior to returning to work.

4. **Work Incurred Illness and Injury Leave**

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

a. An employee who is off pay status and receiving temporary disability payments under the Worker's Compensation Act may be granted, at the discretion of the department head, a leave without pay for all or part of the period during which such temporary disability payments are received, except that an employee who also is eligible for family and medical leave shall be granted leave pursuant to Section G – Family and Medical Leave.

5. **Personal Leave**

a. At the University's sole non-grievable discretion, a permanent employee may be granted a leave without pay of no longer than 6 continuous months for personal reasons. Reinstatement shall 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 remained on pay status during the leave period, the employee shall be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 18 – Layoff and Reduction in Time, Article 19 – Discipline and Dismissal, and Article 8 – Probationary Period.

6. **Effect on Benefits**

a. Periods of approved leave without pay are not counted as University service except as provided in specific policies. Such leaves do not constitute a break in service.

b. An employee on an approved family and medical leave shall be entitled to continue participation in health plan coverage (medical, dental and optical) as if on pay status for a period of up to twelve (12) work weeks in a twelve (12) month period.

c. For the effect of a leave without pay on retirement and group insurance plans, refer to the group insurance and retirement system regulations.

d. Accrued vacation shall be used prior to the leave without pay unless otherwise requested by the employee and approved by the department head, except that an employee shall not be required to exhaust accrued vacation prior to a leave without pay granted for the employee's own health condition or pregnancy disability.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 18 – LAYOFF/REDUCTION OF TIME

A. **GENERAL**

The CAMPUS or LABORATORY shall in its sole discretion determine when and where layoffs or reductions in time are to occur and whether they are to be temporary or indefinite.

B. **DEFINITIONS**

1. An indefinite layoff is a layoff for a specified period of four (4) calendar months or more, or for an indefinite period.
2. **Seniority**
    a. For purposes of this Article, commencing January 1, 1994, seniority is the number of full-time equivalent months on pay status in the employee's current classification (title code) since the date of employment or the last break in service or separation, whichever is later. An employee's seniority also includes the number of full-time equivalent months on pay status in the lead or journey level classification associated with the currently held classification since the date of employment or the last break in service or separation, whichever is later. This seniority is called “position seniority.” For purposes of layoff, if employees possess the same position seniority in a layoff unit, the date of hire with the University will prevail.
    b. After January 1, 1994, when an employee transfers or is promoted to a classification within the unit which requires craft skills and abilities different from the position currently held, the employee will retain the position seniority earned in the old classification. The employee will begin to accrue separate position seniority in the new classification.
    c. All seniority accrued prior to January 1, 1994 in title codes listed in Article 1 – Recognition of this Agreement or in pre- 1972 title codes from which the present ones were derived will be credited to the position seniority of the employee for the classification held by the employee on January 1, 1994.
    d. The seniority provisions of this Agreement do not apply to temporary layoffs.
3. A temporary layoff is one for a specified period of less than four (4) calendar months.

C. **SELECTION FOR LAYOFF**

1. The CAMPUS or LABORATORY shall also retain sole discretion to determine those class titles and locations where layoffs and/or reductions in time are to occur.
2. Layoff and/or reduction in time is affected by CAMPUS or LABORATORY, department, and by classification.
3. **Order of Layoff**
    a. The order of indefinite layoff or reduction in time of employees in the same classification within a department shall be in inverse order of position seniority except that the CAMPUS or LABORATORY has the sole discretion of retaining employees irrespective of seniority, who possess special skills, knowledge or abilities which are not possessed by other employees in the same classification, and which are relevant to the operations of the UNIVERSITY.
    b. If an employee with less seniority is retained, the CAMPUS or LABORATORY shall notify the union in advance of the layoff date and in writing of the special skills, knowledge and

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

abilities which support the retention of the less senior employee. If the UNION wishes to meet and discuss the out of seniority layoff, a written request must be made to the head of the department planning the layoff within thirty (30) days of service of the notice to the UNION. Failure to submit the request in writing within the thirty (30) day period will result in a waiver of the right to meet and discuss.

D. **NOTICE**

1. Whenever feasible, an employee and the UNION shall be given thirty (30) calendar days advance written notice of the effective date of any pending indefinite layoff. If less than thirty (30) calendar days notice is granted, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days notice.
2. In the event of an anticipated indefinite layoff of five or more full-time-equivalent (FTE) employees on the same effective date, the UNIVERSITY shall give forty-five (45) calendar days notice to the UNION.

E. **RECALL**

1. Employees who are laid off or receive a reduced time schedule shall be recalled in order of their position seniority when a vacant position exists for which they are qualified as determined by the CAMPUS or LABORATORY.
2. Probationary, CAMPUS contract employees (Term-limited employees at the LABORATORY), and temporary employees shall not have a right to recall.
3. Employees eligible for recall shall retain eligibility for one year.
4. The right to recall terminates if:
    a. an employee fails to respond affirmatively to CAMPUS or LABORATORY inquiries concerning the employee's desire to return to work;
    b. refuses a recall to work at the same classification and percentage of time; or
    c. accepts a full-time permanent position at the same or higher salary within the UNIVERSITY.
5. The right to recall does not terminate and is not extended for an employee on layoff who accepts any temporary position with the UNIVERSITY.

F. **PREFERENTIAL REHIRE**

1. Employees who are laid off or receive a reduced time schedule and who apply for an open, vacant position in the bargaining unit at either the CAMPUS or LABORATORY shall be granted preferential rehire if:
    a. They meet the qualification requirements for the position as determined by the CAMPUS or the LABORATORY
    b. The position is at the same pay or lower, and
    c. The position is at the same or lesser percentage of time as the position held by the employee at the time of layoff.
2. Probationary, CAMPUS contract employees (Term-limited employees at the LABORATORY), and temporary employees shall not have preferential rehire rights.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

3. An employee who is rehired under preferential rehire may, on written notification, be required to serve a trial employment period of up to six months on 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 the division or department head's discretion. Time spent in trial employment will not count against the period of eligibility for recall or preferential rehire.
4. Employees eligible for preferential rehire shall retain eligibility for one year.
5. Preferential rehire rights terminate if the employee is recalled (or refuses a recall) to work at the same classification and percentage of time or accepts a full-time permanent position under preferential rehire rights.

G. **SEVERANCE**

1. For the LABORATORY only:

a. **GENERAL**

i. Permanent employees, and apprentices, who are eligible for vacation and sick leave credits and are laid off from employment for an indefinite period due to lack of work or lack of funds, are eligible for severance payments in accordance with the following provisions.

b. **DEFINITIONS**

The following definitions shall apply for purposes of severance payments.

i. **Continuous Service**

Service is continuous if an employee is on LABORATORY pay status each month without a break in service. A break in service occurs when there is a separation from LABORATORY employment status.

a) Periods on an approved leave without pay for military service, illness, injury compensable by Workers' Compensation, assignment to another research organization at the direction of the LABORATORY, or an approved leave without pay for any period of thirty (30) days or less are counted as periods of continuous service for the purposes of severance pay, as are periods on pay status before and after any other approved leave without pay.

b) Periods of employment prior to a break in service are not counted as periods of continuous service for purposes of severance pay.

c) Continuous service is reestablished when an employee is recalled from layoff.

ii. **Equivalent Job**

An equivalent job is any permanent position with the UNIVERSITY at a beginning salary at least equal to the salary paid the employee in the job from which that employee was laid off, regardless of salary range.

iii. **One Week's Pay**

One week's pay for hourly rated employees is defined as the basic hourly rate (excluding shift differential and overtime) x 40 hours or the specifically approved workweek.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

c. **SEVERANCE PAYMENT CALCULATIONS AND METHODS OF PAYMENT**

i. **Calculation**

The severance payment will be made in an amount equal to one week's pay for each year of continuous full-time equivalent service (a fractional year of full-time service of six months or more is counted as one year of service), not to exceed a total of 26 weeks pay, except that for employment begun after June 30, 1972, the payment will be made only if the period of continuous full-time equivalent service is five years or more.

ii. **Method of Payment**

An employee will have the option of selecting a lump-sum payment at time of termination.

d. **LIMITATIONS**

i. **Layoff**

Severance payments will not extend the period of employment beyond the date of termination due to layoff.

ii. **Previous Service Payment**

Severance payments made to an employee will not include payment for any period of service for which the employee has previously received such payment.

iii. **Exceptions**

Severance payment will not be made to any employee who terminates for any reason other than layoff, with the following exceptions.

a) An employee who resigns after receiving formal notification of layoff but prior to the effective date of layoff may be provided severance payments with the approval of the Associate Laboratory Director for Administration.

b) An employee who resigns in lieu of another employee who would have been laid off may be provided severance payments with the approval of the Associate Laboratory Director for Administration. Normally, such approval will be given only if the resignation will not have a detrimental effect on work in progress and if the employee concerned had not announced plans to resign or retire prior to the announcement of a layoff within the employee's Division.

iv. **Transfer**

Severance payments will not be provided to an employee who transfers to another UNIVERSITY permanent position nor to an employee who refuses a transfer to an equivalent job with the UNIVERSITY.

v. **Reemployment**

Severance payments will not be provided to an employee who transfers to another UNIVERSITY permanent position nor to an employee who refuses a transfer to an equivalent job with the UNIVERSITY.

2. For the CAMPUS only:

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

a. The CAMPUS will offer the following severance plan for employees placed on indefinite layoff:
    i. Employees with 0-2 years of continuous service in the bargaining unit - No severance
    ii. Employees with 3-5 years of continuous service in the bargaining unit - 2 weeks severance
    iii. Employees with 6-10 years of continuous service in the bargaining unit - 4 weeks severance
    iv. Employees with 11-15 years of continuous service in the bargaining unit - 8 weeks severance
    v. Employees with 16-20 years of continuous service in the bargaining unit - 12 weeks severance
    vi. Employees with more than 20 years of continuous service in the bargaining unit - 16 weeks severance
b. Each layoff unit shall, in each instance of indefinite layoff, not reduction in time, offer severance in lieu of recall rights to all employees in the unit affected by the layoff. A career employee who has received a notice of indefinite layoff may elect in writing, severance pay in lieu of recall rights within fourteen (14) calendar days of receipt of the notice of layoff. Election is irrevocable. If the employee does not elect within fourteen (14) calendar days the option for severance pay is forfeited, and the employee will retain their recall rights.
c. Employees who elect severance will waive all recall rights.
d. If an employee receiving severance is rehired to a position with the University before the expiration of the period covered by the severance, the employee will re-pay UCPS the remainder.

H. **CONTINUITY OF SERVICE UPON REEMPLOYMENT**

1. A temporary layoff does not create a break in service. Recall within an employee's period of recall eligibility does not create a break in service. Benefits and seniority accrue only when employees are on pay status and/or reduction in time.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 19 – DISCIPLINE AND DISMISSAL

A. **GENERAL CONDITIONS**

1. A non-probationary employee may be disciplined or dismissed for misconduct or failure to perform satisfactorily. The parties recognize that disciplinary actions should be progressive in nature if they are to correct the conduct of an employee. Therefore, the UNIVERSITY agrees to follow the course of progressive discipline except that nothing shall prohibit the CAMPUS or LABORATORY from suspending or dismissing employees in accordance with Section C., below, without prior written warning for serious acts or omissions. All disciplinary actions shall be kept confidential except that the UNIVERSITY may share confidential information with all parties it feels are necessary to investigate, respond to/defend or otherwise resolve grievances, lawsuits or outside agency complaints.
2. Consistent with the practice of progressive discipline set forth in Section A.1., above, the CAMPUS or LABORATORY may discipline an employee by verbal warning or written warning without prior notice of intent. Following prior verbal warning and/or written warning for less serious acts than covered by Section A.1., above, an employee may be suspended, demoted, or dismissed. Written warning may be considered the first step of progressive discipline where it is reasonable to believe that the errant employee had previous knowledge of appropriate employee conduct or job performance requirements.
3. A verbal warning is not subject to the Grievance or Arbitration procedure, but the employee's written response to the verbal warning shall be included in their personnel file.
4. The UNION will be notified of all suspensions, investigatory leaves, and dismissals.

B. **TYPE OF DISCIPLINE**

1. An employee may be disciplined by, without prior notice of intent, verbal warning, written warning, or suspension without pay for up to five (5) working days, and, with prior notice of intent in accordance with Section C., below, suspension without pay more than five (5) working days, demotion, or dismissal. Prior to the grievance procedure, the employee has the right to a meeting with the department director or designee, which must be requested within ten (10) calendar days after the discipline is imposed, for reconsideration or to present mitigating circumstances. Employees, upon request, have the right to have a UNION representative present during the meeting. The meeting will not delay the implementation of the discipline and may take place after the employee has returned to duty. The employee will receive a written response following the meeting. The written response will establish the start date for the filing period for the grievance, if any.

C. **NOTICE**

1. Written notice of intent to suspend for more than five (5) working days, demote, or dismiss shall be given to the employee and the UNION. The employee shall be given notice in person and/or via email at the employee's work email address. The UNION shall be given notice via email. Whether delivery is made in person or by email, the notice of intent shall contain a proof of service indicating the date on which the notice of intent was personally delivered or emailed. Such date of delivery or emailing shall be the "date of issuance" of the notice of intent.
2. The notice shall:
    a. inform the employee of the action intended, the reason for the disciplinary action, and the effective date of the action;

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

b. include a copy of all the charges and material upon which the charges are based; and

c. inform the employee of the right to respond, the person to whom a response should be directed and the fact that a written or oral response must be received within fourteen (14) calendar days of the date of the issuance of the notice.

D. **EMPLOYEE RESPONSE**

1. The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within fourteen (14) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the CAMPUS or LABORATORY in the written notice. After review of the employee's timely response, if any, the CAMPUS or LABORATORY shall notify the employee of any action to be taken within twenty (20) calendar days of receipt of employee's response. Such action to be taken may not include discipline more severe than that described in the notice of intent; however, the CAMPUS or LABORATORY may reduce such discipline without the issuance of a further notice of intent.

E. **INVESTIGATORY LEAVE**

1. The CAMPUS or LABORATORY may place an employee on investigatory leave with pay without prior notice in order to review or investigate allegations of conduct which, in management's view, would warrant relieving the employee immediately from all work duties. An investigatory leave is not disciplinary. It is a neutral action taken to allow the UNIVERSITY to investigate allegations of misconduct or to assure the safety or welfare of employees, students or other persons or University property.

F. **TIME LIMITS**

1. Time limits, as established in this Article, may be extended by mutual agreement between the union and the CAMPUS or LABORATORY in writing in advance of the expiration of the time limits. Deadlines which fall on a CAMPUS or LABORATORY non-business day will automatically be extended to the next business day.

G. **WEINGARTEN RIGHTS**

1. Employees have a right to have a representative present at any meeting held with the employee for the purpose of determining whether imposition of discipline is appropriate. The employee shall be notified of his/her right to representation and given a reasonable time in which to contact a representative before the meeting is held.

H. Written records of corrective action are destroyed after twenty-four (24) months from the date of issuance if there has been no further discipline imposed on the employee.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 20 – MEDICAL SEPARATION

A. **GENERAL CONDITIONS**

1. An employee in the bargaining unit who becomes unable to perform the essential assigned functions of his/her position due to any disability or other medical condition may be medically separated pursuant to this Article. Prior to medical separation the UNIVERSITY will determine what accommodations, if any, will be reasonably provided. An employee in the unit who is medically separated is eligible for special reemployment procedures as set forth in paragraph D, below. Except by mutual consent, an employee in the unit shall not be medically separated under this Article while on any authorized leave of absence.
2. Except as provided in paragraph C, below, a medical separation shall be based on:
    a. a UNIVERSITY statement describing the essential functions the employee in the unit is not performing satisfactorily; and
    b. any medical or other pertinent information provided by the employee, the employee's licensed health practitioner, the UNIVERSITY'S physician or any other appropriate UNIVERSITY officials.
3. A medical separation may be based on the receipt of long-term disability payments from a retirement system to which the UNIVERSITY contributes, such as UCRS or PERS.

B. **PROOF OF DISABILITY**

1. Proof of the employee's disability is required and is subject to verification by the UNIVERSITY. When the UNIVERSITY requests a medical opinion as verification of disability, the UNIVERSITY shall pay the reasonable costs of the medical examination(s) requested.

C. **NOTICE OF INTENT TO MEDICALLY SEPARATE**

1. A written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by sending the notice of intent in the U.S. mail, certified return receipt in an envelope addressed to the employee at the employee's last known home address. Proof of service shall accompany the notice of intent. The notice shall:
    a. inform the employee of the action intended, the reason for the action, and the effective date of the action; and
    b. inform the employee of the right to respond and to whom to respond within fifteen (15) calendar days from the date of issuance of such notice of intent, in accordance with the instruction given by the UNIVERSITY in the written notice provided to the employee.
2. After review of the employee's timely response, if any, the UNIVERSITY shall notify the employee of any action to be taken within fifteen (15) calendar days. An effective date of separation shall be at least within fifteen (15) calendar days from the date of receipt of the notice of intention to separate (pursuant to Section C.1., above) or timely receipt of the employee's response, if any, whichever is later.

D. **REEMPLOYMENT**

1. For a period of one (1) year following the date of medical separation, a medically separated employee may be selected for a position within the unit without the requirement that the position be publicized. However, if the former employee is receiving disability benefits from a retirement system to which the UNIVERSITY contributes, the period shall be three (3) years from the date benefits commenced. In order to be eligible for rehire under this Article, the medically

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

separated employee must provide medical certification from a UNIVERSITY approved medical physician describing in detail the medically separated employee's ability to return to work.

2. If a non-probationary permanent employee separated under this Article is reemployed within one (1) year, a break in service does not occur. If a non-probationary permanent employee is receiving disability payments from a retirement system to which the UNIVERSITY contributes and is reemployed within three (3) years, a break in service does not occur.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 21 – LABOR-MANAGEMENT MEETING

A. The parties to this Agreement agree to participate in a monthly Labor-Management Meeting for the CAMPUS and LABORATORY. There shall be one Meeting for the CAMPUS and one Meeting for the LABORATORY.

B. The purpose of these Meetings shall be to meet and discuss items of mutual concern, to establish harmonious relations between labor and management, and to avoid, when possible, grievances and unfair labor practice charges.

C. Each Meeting shall consist of up to twelve (12) members, as follows:

   1. Up to six (6) members for each of the CAMPUS or LABORATORY Meetings;
   2. Up to six (6) members for the UNION for both the CAMPUS and LABORATORY Meetings; and
   3. Other UNION participants that are employees of the UNIVERSITY may be invited to attend meetings upon mutual agreement of the parties. Other UNIVERSITY participants and UNION Craft Representatives may be invited upon prior notification to the other party.

D. Items to be included on the agenda for the aforementioned meetings should be submitted at least seven (7) calendar days, but no later than twenty-four (24) hours, prior to the scheduled date of the meeting. However, unfinished business may be added to the agenda for the next meeting by either party. Meetings may be canceled by mutual agreement.

E. Meetings shall be held at least once a month, and may be in-person upon mutual agreement of the parties. The required monthly meeting shall be scheduled by the parties by mutual consent.

F. Nothing in this Article shall be interpreted as a replacement of the collective bargaining process or the formal grievance procedure.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 22 – GRIEVANCE AND ARBITRATION PROCEDURES

A. A grievance is defined as a dispute involving the interpretation or application of an express written provision of this Agreement during the term of this Agreement.

B. The UNION shall have the right to use the Grievance Procedure. Grievances of two or more employees may be included in one review if agreed to by both parties. A Union representative may be present at all steps of the grievance procedure. For purposes of this Article, all days referenced shall be calendar days.

C. Any employee or group of employees may at any time, either individually or through a representative of their own choosing, other than a University of California employee who is supervisory, managerial or confidential, present grievances to the employer and have such grievances adjusted, without the intervention of the UNION representative; provided, the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of a written memorandum then in effect. The employer shall not agree to the resolution of the grievance until the UNION representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within fourteen (14) calendar days of receipt of a copy of the grievance and the proposed resolution.

D. **Step 1. Informal Review**: As soon as practicable, the employee or UNION representative shall discuss the issue with the immediate supervisor. All parties shall informally attempt a final resolution of the issue. Informal resolutions, although final, shall not be precedent-setting under this Agreement. Settlement offers made in the informal process shall not be used against a party in subsequent steps and shall not be admissible as evidence at arbitration. If the issue is not resolved through informal discussion with the immediate supervisor the employee may proceed to the next step of the Grievance Procedure. Informal resolution of grievances at the lowest level possible is an objective shared by the UNIVERSITY and the UNION. Attempts at informal resolution do not extend time limits unless a written exception is granted in advance by the designated CAMPUS or LABORATORY official.

E. **Step 2. Departmental Review**: The grievant or UNION representative who wishes to file a formal grievance must do so in writing on a grievance form provided by the UNIVERSITY listed in Appendix IV. All grievances shall be filed with the CAMPUS or LABORATORY Office of Employee and Labor Relations within thirty (30) calendar days from the event or issue being grieved. The UNIVERSITY must receive the written grievance within thirty (30) calendar days after the employee or the UNION knew, or could be expected to have known, of the event or issue which gave rise to the grievance.

   Grievances which involve discipline resulting in a loss of pay for the employee or dismissal may be introduced at Step 2 of this procedure.

   Formal grievances must set forth:

   1. the specific section and provision of the Agreement alleged to have been violated;
   2. the action grieved and how it violated the above-mentioned provision;
   3. how the employee was adversely affected; and
   4. the remedy requested.

   The DEPARTMENT shall review the grievance, and shall meet with the grievant and/or the grievant's representative, if any, to discuss the grievance within fifteen (15) calendar days of receipt of the grievance.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

Within fifteen (15) calendar days following the Step 2 meeting or the filing of the grievance, whichever is later, the DEPARTMENT shall issue a written decision indicating the UNIVERSITY's answer to the grievance.

F. **Step 3. CAMPUS or LABORATORY Review**: If the grievance is not satisfactorily resolved at Step 2 or if the UNIVERSITY's written decision is not issued within the time limit, the grievant or UNION may proceed to Step 3 by filing a written appeal to the CAMPUS or LABORATORY Office of Employee and Labor Relations within fifteen (15) calendar days of the date on which the written decision to Step 2 was given or due.

Within fifteen (15) calendar days of the receipt of any written appeal, the CAMPUS or LABORATORY shall meet with the grievant and/or grievant's representative, if any. Failure to hold the Step 3 meeting within fifteen (15) calendar days, unless an extension to the time limit was mutually agreed to in advance, will allow the UNION to request a written decision described below. The grievant may have one spokesperson serving as the grievant's representative during the grievance process.

Decision. The CAMPUS or LABORATORY shall render a written decision within fifteen (15) calendar days following the Step 3 meeting or the UNION's request for a written decision if a Step 3 meeting was not held. A copy of the decision will be sent electronically to the employee at the employee's work email address and the UNION. The decision of the CAMPUS or LABORATORY becomes final twenty-one (21) days after the issuance of the decision to the UNION, unless the designated CAMPUS or LABORATORY official receives a written request in accordance with Arbitration Procedure below. Proof of Service must accompany the CAMPUS or LABORATORY decision. Such decisions shall not set any precedent under this Agreement.

G. **ARBITRATION PROCEDURE**

1. A request for arbitration may be made only by the UNION and only after exhaustion of the Grievance Procedure unless mutually agreed by the parties to proceed immediately to Arbitration. The request must be received by the designated CAMPUS or LABORATORY official within twenty (20) calendar days of the mailing of the CAMPUS or LABORATORY grievance decision to the UNION and must be accompanied by a Proof of Service. The UNION must use a form provided by the UNIVERSITY and must set forth the issues and remedies remaining unresolved.
2. The UNION, in presenting the grievance to the CAMPUS or LABORATORY at each step prior to arbitration shall ensure that all facts in support of the grievance are made known and may not introduce new issues, allegations, evidence or facts at the hearing. Prior to the arbitration the UNION and the CAMPUS or LABORATORY shall stipulate to the issue(s) to be considered and to as many facts as possible. Settlement offers made during the Grievance Procedure may not be introduced against a party at the arbitration. The arbitration hearing shall be closed unless the parties otherwise agree in writing.
3. Selection of Arbitrator: The UNION and CAMPUS or LABORATORY may mutually agree to the selection of any qualified and available person to serve as an arbitrator. Absent such mutual agreement, the UNION and CAMPUS or LABORATORY agree to obtain a list of five prospective arbitrators from the American Arbitration Association with the cost of the service being shared equally by the respective parties. In the event a mutually agreeable arbitrator cannot be selected from this list, the arbitrator will be determined by the parties alternately crossing off names until only one remains. The initial cross-off shall be determined by the toss of a coin.
4. The arbitration proceeding shall provide an opportunity for the UNION and CAMPUS or LABORATORY to examine and cross-examine witnesses under oath and to submit relevant

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

evidence. Relevant material and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses should be named at least seven (7) days prior to the hearing.

The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy. The arbitrator shall be limited to the interpretation of the Agreement regarding the issues submitted and shall have no power to add to, delete from, or otherwise alter the terms of the Agreement.

5. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and benefits received from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. When the parties mutually agreed to an extension of the time limits set forth in this Article, back pay or other monetary relief may be granted for the period of such extension upon agreement of the parties. Back pay or monetary relief shall not be provided for any period of time greater than forty-five (45) calendar days prior to the date of the Informal Review, Step 1 of the Grievance Procedure discussion or Step 4 if the grievance was initiated at Step 4.
6. The decision of the arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing.
7. The arbitrator's fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne by the party requesting such services or facilities unless the parties otherwise agree in advance. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limit.

   Whenever an arbitration hearing or a meeting to resolve the arbitration takes place during the regular work time of an employee who is a grievant or a representative, reasonable release time with pay shall be granted to the employee(s) involved so long as the request for release time is received at least five (5) calendar days in advance. Employees so released shall be granted leave with pay. When such hearings or meetings take place outside an employee's scheduled work time no employee release time shall be granted. CAMPUS or LABORATORY employees called as witnesses may be released from work with twenty-four (24) hours advance request and granted leave with pay for reasonable time spent in meetings to resolve the arbitration and for the arbitration hearing. Time spent in investigation and preparation for arbitration shall not be on pay status.

H. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a non-CAMPUS or LABORATORY business day will automatically be extended to the next business day. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the last CAMPUS or LABORATORY response. If the time limit is exceeded by the University, the Union may appeal the grievance to the next step of the grievance process.

I. If a meeting is convened by the CAMPUS or LABORATORY to resolve grievances during the scheduled work time of an employee who is a grievant or a representative, and if a request is made five (5) calendar days in advance for release time, reasonable release time shall be granted. When such

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

meetings are held outside an employee's scheduled work time, no employee release time shall be granted. CAMPUS or LABORATORY employees called as witnesses may be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings scheduled by the CAMPUS or LABORATORY to resolve grievances. Except as provided in Article 4 – Stewards, time spent in investigation and preparation of a grievance shall not be on pay status.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 23 – HAND TOOLS

A. The UNIVERSITY will provide all hand tools by craft, department, and/or location necessary to carry out assigned tasks. In addition, the UNIVERSITY will make available those tools that are necessary to perform specialized assigned tasks. The employee will be responsible to maintain and safeguard any hand tools.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 24 – SALARY

A. Effective within one hundred and twenty (120) days following ratification, all career employees active at the time of ratification shall receive a one-time, non-base building, non-retirement eligible lump sum ratification payment of Three Thousand Dollars ($3,000).

B. Effective October 1, 2026 (Contract Year 2026-2027): 5% across the board salary increase.

C. Effective October 1, 2027 (Contract Year 2027-2028): 5% across the board salary increase.

D. Effective January 1, 2028 (Contract Year 2027-2028): market rate adjustment as needed to achieve 90% of the prevailing wage average for comparable positions in the Bay Area (applicable to active members whose salaries are less than 90% of the prevailing wage as of the effective date).

E. Effective October 1, 2028 (Contract Year 2028-2029): 5% across the board salary increase.

F. Effective October 1, 2029 (Contract Year 2029-2030): 5% across the board salary increase.

G. Effective January 1, 2030 (Contract Year 2029-2030): market rate adjustment as needed to achieve 90% of the prevailing wage average for comparable positions in the Bay Area (applicable to active members whose salaries are less than 90% of the prevailing wage as of the effective date).

H. Local area prevailing wage rates will be used to determine market rate salary adjustments as of date adjustments are scheduled to take effect

I. For crafts not having a local area prevailing wage, the UNIVERSITY and UNION agree to meet 45 days prior to the effective date to reach mutual agreement

J. The Campus and/or Laboratory may increase, during the term of this agreement, the salary rate for a classification. At least thirty (30) calendar days prior to implementing the increases referenced above the Campus and/or Laboratory shall provide notice to the union.

K. Job Code Lookup System - The applicable salaries are reflected on the Job Code Lookup System at: https://tcs.ucop.edu/tcs/jsp/homePage.htm. In the event this web page expires and is replaced by a new title code system and corresponding web page, the UNIVERSITY will provide thirty (30) calendar days' notice to the UNION advising where such title code and salary information can be found online.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 25 – JOB ABANDONMENT

A. The UNIVERSITY may treat failure to report to work for five (5) or more consecutive scheduled days without notice as an employee's abandonment of, and resignation from, their UNIVERSITY position. In the case of such job abandonment/resignation, the UNIVERSITY shall provide the employee with written notification of its intent to separate them. This notification shall include the reasons for the separation, the employee's right to respond to the UNIVERSITY within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address.

   1. At the option of the employee, their response may be written or may be a meeting with a designated UNIVERSITY official who has the authority to effectively recommend reinstatement of the employee.
   2. Following the employee's timely response, or if no response was provided within the fourteen (14) calendar days, the designated UNIVERSITY official shall issue a final decision.
   3. Separations for job abandonment may be grieved/arbitrated solely to determine if job abandonment as defined under this Article has occurred and if the UNIVERSITY satisfied its obligations in Section A.1., above.
   4. If the arbitrator determines that job abandonment has occurred and the UNIVERSITY has complied with 1 above, they shall have no authority to overturn or modify the UNIVERSITY's action.
   5. The UNIVERSITY shall notify the employee in writing at the employee's last known mailing address of all actions taken under the provisions of this Article. It is the employee's responsibility to inform the UNIVERSITY of any changes to their mailing address.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 26 – UNIVERSITY BENEFITS

A. GENERAL CONDITIONS

1. Eligible employees may participate in a number of retirement, health and welfare, dental, life insurance, and non-industrial disability insurance benefit programs on the same basis and to the same extent as other similarly situated non-represented staff employees of the University other than those who are managerial, supervisory, or confidential, except as provided below
2. If during the term of this Agreement the UNIVERSITY changes the terms of any of the benefit programs mentioned in Section A.1., above, or Workers' Compensation or Unemployment Insurance as they apply to other similarly situated non-represented staff employees of the University other than those who are managerial, supervisory, or confidential, such changes will apply to employees covered by this Agreement. Such changes include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, adjusting pay bands, altering rates of contributions, changing the carrier for established plans or programs, or changing administrator of such plans. The UNION will be notified of any such changes before they are implemented by the UNIVERSITY. Within seven (7) calendar days, the UNION may request to meet and discuss the changes the UNION was advised of. In no event shall these discussions delay implementation of the UNIVERSITY'S objectives.

B. HEALTH AND WELFARE BENEFITS

1. The UNIVERSITY health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change specific plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability which may change from year to year.
2. Effective January 1, 2027:
    a. **Premium Baseline Rates**

    The UNIVERSITY'S 2026 health care premium rates, available at https://ucnet.universityofcalifornia.edu/benefits/health-welfare/medical/employee-medical-plan-costs/, shall serve as the baseline rate for health care premium rates in 2026. Starting on January 1, 2027, and every year thereafter for the life of the Agreement, the published annual health care premium rate increases shall be applied to the previous year's premium baseline rate and shall serve as the baseline rate for that year. The premium baseline rate calculation does not take into account health care subsidies.

    b. UC Blue & Gold (Health Net)
        i. **Annual Premium Increase Cap**
            a) The employee contribution rate for an employee enrolled in the UC Blue & Gold (Health Net) plan is the baseline rate for that year, subject to a five percent (5%) cap on the premium baseline rate increase from the previous year.
            b) If the published premium increase is less than the applicable annual premium increase cap, the UNIVERSITY shall apply the published increase.
        ii. **Monthly Premium Subsidy**

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

a) Starting on January 1, 2027, and for the life of the Agreement, an employee enrolled in the UC Blue & Gold (Health Net) plan shall receive the applicable monthly premium subsidy listed in the following table.

b) If the application of the monthly premium subsidy reduces an employee's contribution below $0.00, the employee shall owe no premium contribution for that month.

c) Unused monthly premium subsidy amounts shall not be paid to the employee or carried forward.

	Self	Self + Child(ren)	Self + Adult	Family
Pay Band 1	$26	$48	$128	$156
Pay Band 2	$15	$35	$119	$146
Pay Band 3	$9	$37	$119	$182
Pay Band 4	$19	$58	$154	$244

c. Kaiser

i. **Annual Premium Increase Cap**

a) The employee contribution rate for an employee enrolled in the Kaiser plan is the baseline rate for that year, subject to a seven and a half percent (7.5%) cap on the premium baseline rate increase from the previous year.

b) If the published premium increase is less than the applicable annual premium increase cap, the UNIVERSITY shall apply the published increase.

ii. **Monthly Premium Subsidy**

a) Starting on January 1, 2027, and for the life of the Agreement, an employee enrolled in the Kaiser plan shall receive the applicable monthly premium subsidy listed in the following table.

b) If the application of the monthly premium subsidy reduces an employee's contribution below $0.00, the employee shall owe no premium contribution for that month.

c) Unused monthly premium subsidy amounts shall not be paid to the employee or carried forward.

	Self	Self + Child(ren)	Self + Adult	Family
Pay Band 1	$20	$37	$114	$156
Pay Band 2	$12	$27	$128	$178

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

Pay Band 3	$7	$28	$92	$140
Pay Band 4	$14	$45	$119	$188

3. Employee costs that exceed current UNIVERSITY contributions, and employee costs for plans which the UNIVERSITY does not contribute, are to be paid by employees, normally through payroll deduction.
4. Pay band placement for the calendar year is based on the employee's full-time salary rate as of January 1 of the previous year. For example, pay band placement for the 2026 calendar year is based on the employee's full-time salary rate as of January 1, 2025. The full-time salary rate does not include shift differentials, overtime, or other ancillary pay. Pay bands are generally adjusted annually.

C. **ENUMERATION OF UNIVERSITY BENEFITS**

1. For informational purposes only, a brief outline of benefit programs in effect on the date of the Agreement is signed is found online at the UC Employee Benefits website: https://ucnet.universityofcalifornia.edu/benefits/. The UNION understands and agrees that the descriptions contained online do not completely describe the coverage or eligibility requirements for each plan.
2. 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.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 27 – SEVERABILITY

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

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 28 – WAIVER

A. The UNIVERSITY and the UNION acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity.

B. Therefore, the UNIVERSITY and the UNION for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not raised during negotiations or specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

C. This Agreement supersedes and replaces Staff Personnel Policies and the Regulations and Procedures Manual and is the sole source of rights and terms and conditions of employment for employees in this bargaining unit. Upon execution of this Agreement any rights or terms and conditions of employment previously applicable to employees pursuant to Staff Personnel Policy or the Regulations and Procedures Manual shall terminate.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 29 – NO STRIKE/LOCKOUTS

A. During the term of this Agreement or any written extension thereof, the UNION on behalf of its officers, agents and unit members agrees that there shall be no strikes, stoppages, refusal to cross picket lines, boycotts or interruptions of work, or other activities which interfere directly or indirectly with UNIVERSITY operations. The UNIVERSITY agrees that there shall be no lockouts by the UNIVERSITY during the life of this Agreement or any written extensions thereof.

B. The UNION, on behalf of its officers, agents and unit 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. The UNION shall refuse to honor, along with its affiliated organizations, if any, all picket lines established by employees engaged in activity violating this Article.

C. Any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when a strike occurs, shall be presumed to have engaged in such a strike on such date or dates. Any employee who violates this Article shall be subject to discipline up to and including termination of employment.

D. The UNION shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any activity in violation of this Article. Such affirmative action shall include, but not be limited to, sending written notice (by telegraph or certified letter, return receipt requested) to the home address of all employees engaged in prohibited activity informing them that the activity is in violation of this Article, that engaging in such activity may lead to disciplinary action and that employees engaged in prohibited activity must cease such activity and immediately return to work.

E. The UNION shall be liable and shall make restitution to the UNIVERSITY for all losses suffered by the UNIVERSITY as a result of activity by the UNION, its officers, agents, or unit members, prohibited in this Article. Nothing herein constitutes a waiver of the UNIVERSITY's right to seek appropriate legal relief in the event of the violation of this Article.

F. The UNIVERSITY shall be liable and shall make restitution to the UNION for all losses suffered by the UNION as a result of activity by the UNIVERSITY prohibited in this Article. Nothing herein constitutes a waiver of the UNION's right to seek appropriate legal relief in the event of the violation of this Article.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 30 – WORK PROCESS AND PROCEDURES

A. The UNIVERSITY has the right to introduce new or improved methods, materials, equipment, or facilities and to change or eliminate existing methods, equipment, or facilities. Should such changes affect the composition of the work force, the UNIVERSITY will provide notice to the Union and, upon request, will meet to discuss the impact on bargaining unit employees.

B. The UNIVERSITY also has the right to maintain safety, efficiency, and order in its operations.

C. The UNIVERSITY is committed to maintaining adequate staffing levels to meet the requirements of the work as the budget allows. For the CAMPUS and LABORATORY, there will be at least one 'Lead' per classification. In addition, there will be at least one Lead worker for each department that has five or more bargaining unit full time equivalent (FTE) positions.

D. The UNIVERSITY shall notify the UNION of any awarded maintenance contracts prior to the "Notice to Proceed" being issued to the contractor.

E. The employee will be responsible for appropriate safeguarding of vehicles, communication devices, computers and other UNIVERSITY property that has been provided in the course of carrying out assigned tasks. LABORATORY Principal Plant Maintenance Technicians, 910.3, shall be reclassified to Specialist Plant Maintenance Technicians, 910.4, after four years full-time service at 910.3.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 31 – MANAGEMENT RIGHTS

A. The UNIVERSITY shall at all times, subject to and consistent with the provisions of this Agreement, have exclusive control of all matters relating to the conduct of its business.

B. The UNIVERSITY shall have the right to make and implement decisions relating to the use of resources to achieve its missions, programs, objectives, and priorities; the direction and assignment of its work forces, including the scheduling of days and hours of work and overtime; the hiring, recruitment, promotion, transfer, demotion, or layoff of employees; job classifications and job descriptions; standards of performance, conduct, and safety, including the process by which employees are evaluated; the size, composition, and qualifications of the work force; the location, method, and means to carry out operations; the discontinuance, relocation, reorganization, or subcontracting of all or any portion of any operation; and the implementation, continuation, modification, or discontinuance of any policies, practices, rules, or regulations which do not conflict with express written provisions of this Agreement.

C. Any of the rights, powers, prerogatives, and authority that the UNIVERSITY had prior to the signing of this Agreement are retained by the UNIVERSITY unless abridged, delegated, granted, or modified by this Agreement. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. The exercise or non-exercise of rights retained by the UNIVERSITY shall not be construed to mean that any right is waived.

D. No action taken by the UNIVERSITY with respect to the above enumerated rights shall be subject to the grievance or arbitration procedure set forth in this Agreement unless the exercise thereof violates an express written provision of this Agreement.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 32 – DURATION

A. The terms and conditions of this Agreement shall become effective upon ratification of the parties and shall remain in full force and effective until terminating on September 30, 2030 unless the UNIVERSITY and UNION mutually agree in writing to extend any or all terms and conditions of this Agreement.

B. During the period of negotiations, the terms and conditions of the Agreement, including those articles under discussion shall remain in full force and effect.

C. Negotiation of the Successor Agreement

1. The Union shall, no later than September 3, 2029, serve upon the University, written notice of its intent to negotiate a successor agreement. Included in such notice shall be the Union's initial sunshine proposal.
2. The University shall, no later than September 3, 2029, serve upon the Union, written notice of its intent to negotiate a successor agreement. Included in such notice shall be the University's initial sunshine proposal.
3. Face-to-Face negotiations shall commence no later than October 3, 2029, following compliance with HEERA mandated sunshine requirements.
4. All initial proposals shall be passed by the Union and University no later than January 31, 2030.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

ARTICLE 33 – EDUCATIONAL STIPENDS

A. When the University requires and approves attendance at a professional or technical educational or training program to maintain certification(s) per their job description, the University will pay the fees and related costs for materials travel per the applicable CAMPUS or LABORATORY policy, and the employee's attendance at the actual program and it shall be considered regular time worked. Education or training shall be job related.

   Education or training may be approved when not required. No overtime shall be paid. If an employee does not attend training because of personal reasons he/she will reimburse the University in full for all fees paid on his/her behalf.

B. For informational purposes only, a non-exhaustive list of related CAMPUS and LABORATORY policies is found below:
   1. CAMPUS
      a. University of California – Policy G-28: https://policy.ucop.edu/doc/3420365/BFB-G-28
   2. LABORATORY
      a. Requirements and Policies Manual - Hours of Work: https://commons.lbl.gov/spaces/rpm2/pages/74318913/Hours+of+Work#HoursofWork--1898802862
      b. Requirements and Policies Manual - Overtime and Extended Workweek: https://commons.lbl.gov/spaces/rpm2/pages/74318915/Overtime+and+Extended+Workweek#OvertimeandExtendedWorkweek--1898802862
      c. Requirements and Policies Manual - Travel Policy and Reference Guide: https://commons.lbl.gov/spaces/rpm2/pages/74809574/Travel+Policy+and+Reference+Guide#TravelPolicyandReferenceGuide--1898802862

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

CONTRACT EXECUTION

The foregoing Agreement between the Regents of the University of California and the Alameda County Building and Construction Trades Council, having been duly approved by both parties, is hereby executed by the undersigned authorized representative of each party.

Alameda County Building and Construction Trades Council, AFL-CIO

Signed by:
72FD5DE7C8A045F...
Date: 10/12/2026

Tizoc Arenas
Business Representative
Building and Construction Trades Council of Alameda County, AFL-CIO

Signed by:
CC965EB56ACD42E...
Date: 10/12/2026

Emiliano Cochise Silva Sr.
Chief Steward – Campus
Building and Construction Trades Council of Alameda County, AFL-CIO

Signed by:
63860DF0B20A453...
Date: 10/09/2026

Mike Lingley
Chief Steward – Laboratory
Building and Construction Trades Council of Alameda County, AFL-CIO

Signed by:
64B525995DD343A...
Date: 10/25/2026

Bridget Hall
Former Chief Steward – Campus
Building and Construction Trades Council of Alameda County, AFL-CIO

The Regents of the University of California

DocuSigned by:
1B752D8080A54A7...
Date: 10/26/2026

Eugene Whitlock
Chief People & Culture Officer/Associate Vice Chancellor-HR
University of California, Berkeley

DocuSigned by:
Carrie Ann Colton
A873E480E0534F6...
Date: 10/26/2026

Carrie Ann Colton
Executive Director, Employee & Labor Relations
University of California Berkeley

Signed by:
787C8A491BDC4D6...
Date: 11/04/2026

Wade Crosson
Chief Human Resources Officer
Lawrence Berkeley National Laboratory

Signed by:
A91110DAB9C3496...
Date: 10/26/2026

Jake Hurley
Manager, Employee & Labor Relations
Lawrence Berkeley National Laboratory

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

APPENDIX I – SALARY RATES – CAMPUS

The following hourly salary rates will be in effect at the campus:

Job Code-Step	Job Title	10/1/2026 5% ATB Increase
004449-1	LIGHTING TECH	$50.23
004450-1	LIGHTING TECH LEAD 1	$56.27
007194-1	SPRINKLER FITTER	$78.04
007454-1	SPRINKLER FITTER LEAD 1	$83.90
007454-2	SPRINKLER FITTER LEAD 2	$85.05
007454-3	SPRINKLER FITTER LEAD 3	$87.39
007783-1	HIGH VOLT ELECTRN LEAD 1	$88.79
007783-2	HIGH VOLT ELECTRN LEAD 2	$90.03
007783-3	HIGH VOLT ELECTRN LEAD 3	$92.51
007909-1	INSP PLNR EST NEX	$57.03
008087-1	FOOD SVC MECH LEAD 1	$76.89
008087-2	FOOD SVC MECH LEAD 2	$77.96
008087-3	FOOD SVC MECH LEAD 3	$80.10
008101-1	IRRIGATION MECH LEAD 1	$66.15
008101-2	IRRIGATION MECH LEAD 2	$67.07
008101-3	IRRIGATION MECH LEAD 3	$68.91
008102-1	IRRIGATION MECH	$61.53
008117-1	EQUIP OPS ENGR WORKER LEAD 1	$66.47
008117-2	EQUIP OPS ENGR WORKER LEAD 2	$67.40
008117-3	EQUIP OPS ENGR WORKER LEAD 3	$69.25
008125-1	SHEETMETAL WORKER LEAD 1	$80.36
008125-2	SHEETMETAL WORKER LEAD 2	$81.48
008125-3	SHEETMETAL WORKER LEAD 3	$83.72
008126-1	SHEETMETAL WORKER	$74.75
008135-1	EQUIP OPS ENGR	$61.83
008141-1	INSULATION WORKER	$87.56
008142-1	MACHINIST WORKER LEAD 1	$77.32
008142-2	MACHINIST WORKER LEAD 2	$78.39

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

Job Code-Step	Job Title	10/1/2026 5% ATB Increase
008142-3	MACHINIST WORKER LEAD 3	$80.54
008143-1	MACHINIST	$71.93
008147-1	INSULATION WORKER LEAD 1	$94.13
008147-2	INSULATION WORKER LEAD 2	$95.45
008147-3	INSULATION WORKER LEAD 3	$98.08
008154-1	HIGH VOLT ELECTRN	$82.59
008159-1	ELEVATOR MECH LEAD 1	$128.56
008159-2	ELEVATOR MECH LEAD 2	$130.37
008159-3	ELEVATOR MECH LEAD 3	$134.20
008176-1	CEMENT MASON	$48.15
008181-1	ELEVATOR MECH	$119.61
008189-1	ROOFER	$61.70
008190-1	PLUMBER PIPEFITTER WORKER LEAD 1	$82.68
008190-2	PLUMBER PIPEFITTER WORKER LEAD 2	$83.84
008190-3	PLUMBER PIPEFITTER WORKER LEAD 3	$86.15
008191-1	PLUMBER PIPEFITTER	$76.91
008192-1	STEAMFITTER WORKER LEAD 1	$82.68
008192-2	STEAMFITTER WORKER LEAD 2	$83.84
008192-3	STEAMFITTER WORKER LEAD 3	$86.15
008193-1	STEAMFITTER	$76.91
008194-1	ELECTRN WORKER LEAD 1	$77.21
008194-2	ELECTRN WORKER LEAD 2	$78.29
008194-3	ELECTRN WORKER LEAD 3	$80.44
008195-1	ELECTRN	$71.82
008196-1	CARPENTER LOCKSMITH WORKER LEAD 1	$68.07
008196-2	CARPENTER LOCKSMITH WORKER LEAD 2	$69.03

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

Job Code-Step	Job Title	10/1/2026 5% ATB Increase
008196-3	CARPENTER LOCKSMITH WORKER LEAD 3	$70.93
008197-1	CARPENTER LOCKSMITH	$63.33
008198-1	PAINTER WORKER LEAD 1	$68.48
008198-2	PAINTER WORKER LEAD 2	$69.44
008198-3	PAINTER WORKER LEAD 3	$71.35
008199-1	PAINTER	$63.70
008200-1	GLAZIER	$58.46
008201-1	FOOD SVC MECH	$71.53
008205-1	GLAZIER WORKER LEAD 1	$62.84
008205-2	GLAZIER WORKER LEAD 2	$63.72
008205-3	GLAZIER WORKER LEAD 3	$65.47
008220-1	ROOFER LEAD 1	$66.33
008220-2	ROOFER LEAD 2	$67.25
008220-3	ROOFER LEAD 3	$69.11
008253-1	STY ENGR	$65.47
008255-1	STY ENGR WORKER LEAD 1	$70.38
008255-2	STY ENGR WORKER LEAD 2	$71.36
008255-3	STY ENGR WORKER LEAD 3	$73.32
008282-1	CEMENT MASON LEAD 1	$51.75
008282-2	CEMENT MASON LEAD 2	$52.48
008282-3	CEMENT MASON LEAD 3	$53.91
008360-1	ELEVATOR MECH HELPER 1	$95.68
008360-2	ELEVATOR MECH HELPER 2	$107.66
008391-1	INSULATION HELPER 1	$56.18
008391-2	INSULATION HELPER 2	$72.24
009445-1	FIRE AND SCRTY SYS TCHN	$61.59

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

APPENDIX II – SALARY RATES – LABORATORY

The following hourly salary rates will be in effect at the LABORATORY:

Job Code	Job Title	FY27 Rates
902.3	Sheet Metal Worker I	$74.75
902.4	Sheet Metal Worker II	$79.99
902.9	Sheet Metal Worker Lead 9%	$81.48
902.X	Sheet Metal Worker Lead 10%	$82.23
906.3	Welder	$69.53
906.9	Welder Lead 9%	$75.78
906.X	Welder Lead 10%	$76.49
910.3	Plant Maintenance Tech Princ	$61.72
910.4	Plant Maintenance Tech Spec	$66.36
910.9	Plant Maintenance Tech Lead 9%	$72.34
910.X	Plant Maintenance Tech Lead 10%	$73.00
920.5	Laborer Specialist	$56.02
925.3	Rigger	$62.97
925.4	Rigger (Certified Crane Opr)	$64.12
925.6	Rigger (Crane Operation)	$68.60
925.9	Lead Rigger 9%	$68.64
925.X	Lead Rigger 10%	$69.27
930.3	Carpenter	$63.33
930.9	Carpenter Lead 9%	$69.03
930.X	Carpenter Lead 10%	$69.67
930.6	Planner Estimator	$65.58
940.3	Electrician	$71.82
940.7	Electrician Lead 9%	$78.29
940.8	Electrician Lead 10%	$79.01
940.4	High Voltage Electrician	$82.60
940.9	High Voltage Electrician Lead 9%	$90.03
940.X	High Voltage Electrician Lead 10%	$90.86
942.3	Elevator Mechanic	$83.48

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

Job Code	Job Title	FY27 Rates
942.9	Elevator Mechanic Lead 9%	$91.00
942.X	Elevator Mechanic Lead 10%	$91.83
950.3	Plumber/Fitter	$76.93
950.9	Plumber/Fitter Lead 9%	$83.86
950.X	Plumber/Fitter Lead 10%	$84.62
952.3	Air Cond/Refrig Mech	$76.93
952.9	Air Cond/Refrig Mech Lead 9%	$83.86
952.X	Air Cond/Refrig Mech Lead 10%	$84.62
960.3	Painter	$63.71
960.9	Painter Lead 9%	$69.44
960.X	Painter Lead 10%	$70.08
970.3	Lighting Technician	$50.28
970.9	Lighting Technician Lead 9%	$54.80
970.X	Lighting Technician Lead 10%	$55.31
980.3	Gardener Specialist	$38.42
980.9	Gardener Specialist Lead 9%	$41.89
980.X	Gardener Specialist Lead 10%	$42.27

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

APPENDIX III – DUES DEDUCTIONS CONTACT INFORMATION

A. Communications in accordance with Article 3, Section D. shall be sent to:
    1. For the CAMPUS: Employee & Labor Relations, hradmin_elr@berkeley.edu;
    2. For the LABORATORY: LBNL Payroll, labpayroll@lbl.gov.
B. Communications in accordance with Article 3, Section E. shall be sent to:
    1. For the CAMPUS: Wesam Harara, wharara@berkeley.edu;
    2. For the LABORATORY: LBNL Payroll, labpayroll@lbl.gov.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

APPENDIX IV – GRIEVANCE & ARBITRATION FORM

UNIVERSITY OF CALIFORNIA
AND
ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

<table>
<tr><td colspan="2">NAME OF GRIEVANT:
LAST FIRST MI</td><td>GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY):</td></tr>
<tr><td>GRIEVANT JOB TITLE:</td><td>GRIEVANT DEPARTMENT:</td><td>NAME OF GRIEVANT SUPERVISOR:</td></tr>
<tr><td colspan="2">REPRESENTATIVE'S NAME:</td><td>REPRESENTATIVE'S PHONE NUMBER:</td></tr>
<tr><td>TYPE OF GRIEVANCE
☐ INDIVIDUAL
☐ GROUP (LIST ALL NAMES IN ATTACHMENT)
☐ UNION</td><td colspan="2">SPECIFIC ARTICLE(S) & SECTION(S) OF THE UC/ACBCTC AGREEMENT ALLEGED TO BE VIOLATED</td></tr>
<tr><td colspan="3">DESCRIPTION OF THE 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.)</td></tr>
<tr><td colspan="3">REMEDY REQUESTED:</td></tr>
<tr><td colspan="2">GRIEVANT'S SIGNATURE:</td><td>DATE:</td></tr>
<tr><td colspan="2">RESPRESENTATIVE'S SIGNATURE (IF REPRESENTED):</td><td>DATE:</td></tr>
</table>

The completed grievance & arbitration form shall be sent to:

For CAMPUS - grieve@berkeley.edu;
For LABORATORY - ELR@lbl.gov.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

APPEAL TO ARBITRATION

DATE OF STEP 3 RESPONSE:	STEP 3 REVIEWER:	
☐ I DO NOT ACCEPT AND APPEAL THIS GRIEVANCE TO ARBITRATION.	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE:	DATE:
DESCRIPTION OF THE ALLEGED VIOLATION OF THE AGREEMENT REMAINING UNRESOLVED. PLEASE DESCRIBE IN DETAIL THE FACTS AND CIRCUMSTANCES (INCLUDING DATES) THAT EXPLAIN HOW THE ARTICLE(S) AND SECTION(S) WERE VIOLATED. (ATTACH A SEPARATE SHEET OF PAPER IF NEEDED).		
REMEDY REQUESTED:		

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

LETTER OF UNDERSTANDING – ARTICLE 18: Use of Three Digit Classification Code

Building and Construction Trades Council of Alameda County, AFL-CIO
8400 Enterprise Way
Oakland, California 94621

December 20, 1995

Mr. Phil Williams
Employee/Labor Relations Specialist
University of California, Lawrence Berkeley
Laboratory 1 Cyclotron Rd., MS 51-208
Berkeley, California 94720

Dear Mr. Williams:

This letter contains the understanding reached between the negotiators for the University and the Building and Construction Trades Council of Alameda County regarding Article 18, Layoff and Reduction in Time. As regards Article 18, Section 2, the LABORATORY will use the three-digit classification code in determining an employee's "position seniority". As an example, all electricians, lead and journey level, are assigned the 940 code. Their seniority will be determined on this three-digit code.

Sincerely,

Barry Luboviski Secretary-Treasurer

Concur: Phil Williams

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

LETTER OF UNDERSTANDING – ARTICLE 32: Hiring Procedures

University of California at Berkeley Campus
Personnel
Office 207
University Hall
Berkeley, CA 94720

January 28, 1994

Mr. John Louis Reid, Chief Negotiator
Building and Construction Trades Council of Alameda County
8400 Enterprise Way
Oakland, CA 94621

Dear Mr. Reid:

During negotiations the Council acknowledged the University's right under Article 32 of the Agreement to subcontract both construction and maintenance work. The contents of this letter do not in any reduce or diminish those rights.

During the term of this Agreement the University will use various methods to procure the services of temporary maintenance workers based on situational requirements and constraints. One such method the University will use is to procure temporary maintenance workers directly from the union hiring hall.

In those instances in which the University uses the hiring hall, it will notify the appropriate union of its needs. Within two working days of the University's request, the union will refer a diverse pool of qualified applicants for the position or positions. The University is free to hire or reject the applicants referred through this process. If the University does not fulfill its staffing needs after the two-working day union-referral period, other recruitment sources will be utilized.

The use or non-use of the hiring hall shall not be subject to the grievance or arbitration procedure set forth in the collective bargaining agreement unless the exercise thereof violates an express written provision of the agreement.

For your information, an employee appointment to work full time for three months or more is eligible to enroll in one of the University's health plans. If you agree that the foregoing correctly reflects your understanding, please sign in the space provided below.

Sincerely,

Kent F. Ryden
Lawrence Berkeley Laboratory

Dennis P. Marino
Berkeley Campus

Concur: John Louis Reid

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

LETTER OF UNDERSTANDING – ARTICLE 10: Alternate Schedules for Richmond Field Station

UNIVERSITY OF CALIFORNIA, BERKELEY
OFFICE OF LABOR RELATIONS
OFFICE OF HUMAN RESOURCES
207 UNIVERSITY HALL #3540
BERKELEY, CALIFORNIA 94720-3540

March 11, 2003

Ms. Bonnie Henriquez

Business Representative

Alameda County Building and Construction Trades Council

8400 Enterprise Way, Room 205

Oakland, California 94621

Re: Richmond Field Station Scheduling Side Letter

Dear Ms. Henriquez:

This letter reflects the understanding reached between the parties during our meeting on February 5, 2003, concerning the alternate or "flexible" work schedules for ACBCTC-represented crafts employees working at the University's College of Engineering's Richmond Field Station. ("RFS") The specifics of the alternate schedules are as follows:

The Richmond Field Station Maintenance/Operations department offers a flexible work68 schedule for its skilled craft employees. The intent of the program is to help reduce the number of annual commute days and to allow additional free time for the employee. The flexible schedule is a voluntary program offered to the employees.

The employee is allowed the opportunity to switch back to the traditional 40-hour per week schedule with prior notification to his/her supervisor. The current program utilizes an eighty-hour, two-week format; the skilled craft employees are divided into two groups: A & B. Each group works a 44-hour schedule one week and a 36- hour schedule the following week.

This allows one group a Friday off every other week. The schedule typically ends the week prior to the winter holiday break and restarts following the New Year holiday. The new schedules are produced each December and distributed to the employees.

Schedules are alternated each year to allow each group the opportunity for extended Holiday weekends. The daily shift and rotating schedule is as follows:

Daily Schedule

Monday-Thursday: All employees work a 9-hour shift of 7:00-4:30

Friday: Working group works from 7:00-3:30

If you agree with this alternate or flexible scheduling arrangement, please sign in the space provided below.

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

Kenneth T. Phillippi
UC Berkeley Labor Relations

Scott Shackleton
College of Engineering

Bonne Henriquez
ACBCTC

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

LETTER OF UNDERSTANDING – ARTICLE 10: Alternate Schedules for Intercollegiate Athletics/Recreational Sports

UNIVERSITY OF CALIFORNIA, BERKELEY
OFFICE OF LABOR RELATIONS
OFFICE OF HUMAN RESOURCES
207 UNIVERSITY HALL #3540
BERKELEY, CALIFORNIA 94720-3540

April 1, 2003

Ms. Bonnie Henriquez
Business Representative
Alameda County Building and Construction Trades Council
8400 Enterprise Way, Room 205
Oakland, California 94621

Re: IARS Scheduling Side Letter

Dear Ms. Henriquez:

During negotiations over the successor agreement to the contract between ACBCTC and UC, we discussed the necessity, in Intercollegiate Athletics and Recreational Sports, for employees covered by the agreement to work different schedules than those found in the agreement. Following is the text of the agreed upon language.

Side Agreement

Scheduling and overtime issues related to craft employees working in the Department of Intercollegiate Athletics and Recreational Sports (IARS).

1. Work Week – IARS prefers that employee work hours follow the schedules prescribed in the Labor Agreement. However, Department programs and activities necessitate variable schedules to meet basic needs. Employee work schedules shall consist of consecutive five- day blocks, typically Monday-Friday. Deviation from the normal Monday-Friday work schedule (Sunday-Thursday, Tuesday-Saturday) will be driven by events, special program needs, and/or seven-day facility coverage. For the purposes of calculating overtime, the workweek will begin at 12:00am, Sunday and conclude at 11:59pm, Saturday. This is consistent with the standard IARS work week.
2. Work Shifts – The normal work hours shall be 7:30am-4:00pm. Deviations from the regular schedule will be based upon event schedules and program needs. Alternate work shifts shall consist of eight and one- half consecutive hours (e.g. 8:00am-4:30pm, 2:00pm-10:30pm).

   The University will attempt to accommodate individual requests to alter work schedules.
3. Overtime - All time that exceeds the eight-hour work shift or forty hours in the work-week is overtime.
4. Scheduling Overtime - IARS will determine the base level of service and the crafts necessary to support programs and events. The primary work assignment will drive event staffing (e.g. Memorial Stadium staff will work football games, Haas Pavilion staff will work volleyball and basketball, pool staff will work

Docusign Envelope ID: 626E9EEC-5501-8827-8089-9A30B8B30C4C

pool events, Recreational Sports staff will support recreation events). Some overtime shifts will be assigned on a rotating basis for cross training and experience.

Alternate work assignments for events and special program needs shall be scheduled in advance and work schedules will be posted 30 days preceding each semester (or competition season.) If schedules are not posted, or changes to the schedule occur less than 30 days in advance, the affected employees may request a meeting with the union representative and the department to review the impact and explore a mutually beneficial solution. Changes to regular or alternate work schedules mandated by the University that occur less than ten days in advance shall be subject to the overtime rate with the exception of changes resulting from television, NIT or NCAA tournament bids, etc. Changes associated with special events or ceremonies, are generally caused by external forces that the Department cannot control or reasonably anticipate.

5. Overtime Compensation - In keeping with Article 12, paragraph 2, of the collective bargaining agreement, overtime shall be paid at the rate of one-and-one half times the employee's straight-time rate; two times the straight-time rate for Stationary Engineers. IARS employees who have worked an overtime assignment may receive payment or compensatory time off for such overtime hours at their discretion. Employees may declare the compensation method during the first week of January, for January through June, and the first week of July, for July through December. The compensation method will remain unchanged unless the employee notifies the University during the stated declaration period. Employees who elect payment will be paid monthly, typically two weeks following the submission of the timesheet. Employees who elect to accrue compensatory time off can bank time for later use. Compensatory time off will be scheduled by mutual consent of the University and employee. Earned compensatory time cannot be cashed out at any time. Although there are no limits to banked compensatory time, staff are encouraged to use compensatory time, particularly during winter and summer when events are less frequent.
6. Leads - IARS recognizes the traditional role of the lead in coordinating work with other crafts and providing technical knowledge and expertise for craft workers. IARS also recognizes safety issues with people working alone on certain tasks. The Union acknowledges that IARS has a small number of crafts employees and agrees that IARS shall not be required to have a lead or more than one person in each craft. IARS agrees to schedule work assignments and personnel in keeping with safe work practices. This does not preclude IARS from having lead positions if operational needs change.

Agreed:

Kenneth T. Phillippi	Mike Huff
UC Berkeley Labor Relations	IARS

Bonnie Henriquez

ACBCTC