

UNIVERSITY OF CALIFORNIA
AND
UNION OF AMERICAN PHYSICIANS AND
DENTISTS

COLLECTIVE BARGAINING AGREEMENT
Physicians, Dentists, and Podiatrists Unit

JULY 21, 2015 through JUNE 30, 2019

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PREAMBLE

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 Union of American Physicians and Dentists (hereinafter referred to as the “UAPD” or “Union”) pursuant to provisions of the Higher Education Employer-Employee Relations Act (HEERA). It is the intent and purpose of the parties that this Agreement provides for orderly and constructive employment relations in the public interest, the interests of the University, and the interests of the employees represented by UAPD. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the right and opportunity of the parties to make any and all demands with respect to matters within the scope of bargaining.

ARTICLE 1 RECOGNITION

- A.** The University recognizes the Union of American Physicians and Dentists (UAPD) as the sole and exclusive representative for the purpose of collective bargaining and all matters within the scope of representation for all physicians, dentists, and podiatrists employed by the Regents of the University of California at University student health and counseling centers, except those excluded in §B., below.
- B.** Excluded from the bargaining unit are all supervisory, management, and confidential employees; all optometrists; all physicians, dentists, and podiatrists performing primary care services, general psychiatry services, or general podiatric services who have a fixed appointment percentage of, or who actually work, 2.5% of a Full Time Equivalent (FTE) or below; all physicians, dentists, and podiatrists performing only specialized services who have a fixed appointment percentage of, or who actually work, 10% of a Full Time Equivalent (FTE) or below; Occupational Health Physicians who are employed for the purpose of treating employees; and all physicians, dentists and podiatrists who do not work in student health and counseling centers. The assigned work of teaching and any terms and conditions of employment connected to academic titles are outside the scope of the bargaining unit.
- C. Employee and Doctor Defined**
- The terms “employee” and “doctor” are used interchangeably throughout this Agreement and refer to doctors in the bargaining unit as defined in §§A. and B., above.
- D.** The Bargaining Unit is designated “DX” and consists of the title codes and titles below:

Title Code	Title
6002	<u>Student Health Physician 3</u>
6001	<u>Student Health Physician 4</u>
6000	<u>Student Health Physician 5</u>

<u>6005</u>	<u>Student Health Physician 3, Per Diem</u>
<u>6004</u>	<u>Student Health Physician 4, Per Diem</u>
<u>6003</u>	<u>Student Health Physician 5, Per Diem</u>
<u>6008</u>	<u>Student Health Dentist 3</u>
<u>6007</u>	<u>Student Health Dentist 4</u>
<u>6006</u>	<u>Student Health Dentist 5</u>
<u>6011</u>	<u>Student Health Dentist 3, Per Diem</u>
<u>6010</u>	<u>Student Health Dentist 4, Per Diem</u>
<u>6009</u>	<u>Student Health Dentist 5, Per Diem</u>

For initial transition only and for purposes of creating new DX unit title codes and titles, the transition from a doctor's non-represented title to a bargaining unit title as listed above shall not result in a decrease to their hourly wage or annualized salary.

E. Bargaining Unit Modification

The recognized unit may be modified by written agreement of the parties to this Memorandum of Understanding (MOU), pursuant to the rules and regulations of the Public Employment Relations Board (PERB). Any approved modification shall automatically become part of this MOU.

F. New Classifications

At such time that the University creates a new classification or title within the bargaining unit, the University shall mail a notice with Proof of Service to the Union advising of the DX designation to the title and title code at least sixty (60) calendar days before the proposed date of implementation. UAPD shall have thirty (30) calendar days after mailing of such notice to contest the University's assignment of the newly created classification/title to the bargaining unit. No doctor shall be assigned to the newly established classification/title until the sixty (60) day notice period is complete.

1. If UAPD does not contest the bargaining unit assignment of the newly created classification/title within the allotted period, the unit assignment of the new classification shall be deemed agreeable to the parties and employees shall be assigned to the newly created classification.
2. If the Union contests the bargaining unit assignment of the newly created classification/title in a timely manner, the new classification shall not be placed in the unit until agreement between the parties is achieved or the issue is resolved by PERB, whichever occurs first. However, the duties associated with the position may be assigned to the affected employee.

3. If the new classification is included in the bargaining unit in accordance with the provisions above, the University and the Union shall meet and confer regarding the salary range for the new classification.

G. Modification from Unit to Non-Unit Positions

In the event the University proposes to move a title/title code out of the bargaining unit, the University shall mail a notice to the Union, with Proof of Service, at least sixty (60) calendar days prior to the proposed implementation. UAPD shall have thirty (30) calendar days after mailing of such notice to contest the University's determination.

If the Union disagrees with the University's proposed removal of a title/title code from the bargaining unit, the University may submit the dispute to PERB for resolution. If the Union does not contest the reclassification or designation for exclusion within the allotted period, the unit assignment of the title/title code shall be deemed agreeable to the parties. Although duties associated with the proposed unit modification may be assigned to the affected employee, doctors shall not be reclassified or excluded from the bargaining unit until agreement is reached by the parties, either explicitly or by default, or the dispute is resolved by PERB.

H. Abolition of Classifications

The University shall mail a notice with Proof of Service to the Union at least sixty (60) calendar days prior to abolishing a classification. The notice shall include a statement of the reason(s) for the abolition. In the event represented employees will be affected by the abolition, the University and UAPD shall, at the Union's request, meet at least thirty (30) calendar days before the intended date of implementation, unless such requirement is waived by mutual agreement. The University shall not abolish the classification unless the parties have reached an agreement. If the parties are unable to reach an agreement, the dispute shall be submitted to PERB for resolution.

ARTICLE 2 METHOD OF NOTICE TO UAPD

When, as set forth in this Agreement, the University is required to expressly invite the Union to meet and confer, such notice shall be sent by US Postal Service (USPS) to UAPD's headquarters office at 180 Grand Avenue, Suite 1380, Oakland, CA 94612.

Electronic mail may be used for all other notice obligations. Within forty-five (45) days following ratification of the Agreement, UAPD will provide the University with a list of email contacts to which notices not involving an express invitation to meet and confer shall be sent.

ARTICLE 3 NONDISCRIMINATION IN EMPLOYMENT

A. General Provisions

The University shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran (special disabled veteran, recently separated veteran, Vietnam era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized), service in the uniformed services (including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service), political affiliation or political opinion, age, citizenship, union activity or union affiliation. This provision is intended to be consistent with the provisions of applicable state and federal law and University policies.

B. Grievability/Arbitrability

For discrimination complaints to be eligible for processing under the grievance procedure the employee or her/his representative must file a grievance at Step 1 within thirty (30) calendar days of the date the employee knew or should have known of the alleged discrimination.

1. Allegations of a violation of this Article alone are subject to the Grievance Procedure of this Agreement through Step 2 only.
2. An alleged violation of this Article and a non-arbitrable Article shall be subject to the grievance procedure insofar as the other Article is grievable, although it shall not be subject§§ to Arbitration.
3. Allegations of a violation of this Article, when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the contract provisions to which the grievance is connected is grievable and/or arbitrable.

**ARTICLE 4
POSITIONS AND APPOINTMENTS**

- A. Career Appointment:** A career appointment is an appointment established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time and is expected to continue for one (1) year or longer.
- B. Limited Appointment:** A limited appointment is an appointment established at any percentage of time, fixed or variable, during which a doctor is expected to be on pay status for less than one thousand (1,000) hours in a twelve (12) month period.

1. A limited appointment shall be designated as a career appointment when the incumbent has attained one thousand (1,000) hours of qualifying service in any twelve (12) consecutive months without a break in service of at least one hundred twenty (120) consecutive calendar days. Qualifying service includes all time on pay status in one or more limited appointments. Such career designation shall be effective the first month (in accordance with relevant payroll cycles) following attainment of one-thousand (1,000) hours of qualifying service.

If an employee who converts from a limited to a career appointment has the same supervisor immediately after the conversion, the time served in the limited appointment under that supervisor shall be credited towards completion of the employee's probationary period in the new career appointment. The University shall provide written notification to the doctor of such conversion.

2. The automatic conversion to career status pursuant to §B.1., above, will not occur when:
 - a. An employee is hired as a replacement for another person who is on an extended leave and the replacement employee exceeds one thousand (1,000) hours; or
 - b. The position into which the employee is hired is not an "ongoing" position, in that the position is established and funded for less than a year at any percent of time; or
 - c. The funding for the position is "one time" funding of eighteen (18) months or less.
3. Doctors in limited appointments may have their appointment terminated or have their time reduced at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement.
4. An employee who is appointed to a limited appointment will be automatically terminated as of the last day of the appointment unless there is an earlier separation or a written extension of the appointment. The University shall notify doctors in limited appointment of the expected end date of their appointment as soon as practicable.

C. Partial-Year Career Appointment: A partial-year career appointment is established to accommodate foreseeable seasonable fluctuations in staffing, budgetary, operational, or other needs. A partial-year career appointment contains regularly scheduled periods, not to exceed three (3) months per calendar year, during which the incumbent remains an employee but is not at work (furlough). Furlough periods need not be consecutive in time.

1. Employees holding partial-year career appointments may choose to receive paychecks during working months only or, alternatively, to spread paychecks over twelve months (or the biweekly equivalent). Employees who occupy partial-year career positions and who elect the pay-over-twelve (12) months option must occupy the partial-year career position at least nine (9) months (or the bi-weekly equivalent) before receiving pay during the furlough period.
2. Employees holding a partial-year career appointment shall be provided the University's contribution to the cost of applicable University-sponsored benefits in accordance with the provisions of Article 20 – University Benefits. For health plans which require an employee contribution, doctors on furlough must remit the amount of the employee's contribution in accordance with the applicable plan rules to remain in force. Benefit coverage, including all types of insurance coverage, shall be in accordance with applicable plan rules.
3. Time on furlough is not qualifying time for vacation leave, sick leave, holiday pay, or service computation for seniority or retirement.
4. This §C.4. is for information purposes only. Specific eligibility and benefits are governed entirely by the terms of the University's UCRS Plan Documents. Pursuant to Article 20 - University Benefits, the University may, at its sole discretion during the term of this Agreement, alter its retirement system plans. The alterations will apply to eligible employees in the same manner as they apply to other eligible policy-covered staff.
 - a. In a manner consistent with the current Retirement Plan Documents and Regulations, the amount of Service Credit earned under the UCRP for any month by a staff Member with a 9-, 10-, or 11-month partial year appointment who works full-time shall be equal to one-ninth, one-tenth, or one-eleventh, respectively, of a year of Service Credit.
 - b. In a manner consistent with the current Retirement Plan Documents and Regulations, the amount of Service Credit earned under the UCRP for any month by a staff Member with a 9-, 10-, or 11-month appointment who works less than full-time shall be equal to one-ninth, one-tenth, or one-eleventh, respectively, of a year of Service Credit multiplied by percentage of time worked.

D. Reassignment

The involuntary reassignment of a doctor in a full-time career appointment to a partial year career appointment or to a part-time appointment at a fixed or variable percentage of time is a reduction in time and must be carried out in accordance with the provisions of Article 29 – Layoff and Reduction in Time.

E. Per Diem Appointment: A Per Diem appointment is one that adds to or substitutes for career and limited appointments on a pre-scheduled basis or as needed on a day-to-day basis as determined by the University.

1. Per Diem employees are those employees in University title codes 6003, 6004, 6005, 6009, 6010, and 6011.
2. Per Diem appointments may be at any percentage of time and any duration.
3. Employees who hold Per Diem appointments may be scheduled or not scheduled or called off from a pre-established schedule. Additionally, Per Diem employees' eligibility for scheduling may be discontinued at any time without notice and without cause at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement.
4. Requirements for maintaining per diem status are established by the University and may vary by location. Upon the mutual written agreement of the University and the Per Diem doctor, the employee's Per Diem status may be temporarily held in abeyance.
5. Per Diem employees are excluded from participation in the group insurance and retirement programs sponsored by the University, except as otherwise provided in the UCRP Plan Documents and Regulations.
6. Per Diem employees are not eligible for paid time off such as vacation, sick leave, holidays or educational leave.

7. Probationary Period For Per Diems Hired Into Career Appointments

A per diem doctor who has worked at least the equivalent of sixty (60) full-time shifts in six (6) consecutive months in the same position to which he or she is subsequently appointed as a career employee shall have three (3) months credited toward completion of the probationary period, provided that the sixty (60) full-time shifts in six (6) consecutive months immediately precede the career appointment.

8. Seniority Credit Upon Conversion to Career Status

A per diem doctor who converts to career status will receive seniority credit for per diem service to the following extent: After conversion to career status, the doctor's date of hire for seniority purposes will be adjusted according to the number of hours worked as a per diem as a percentage of full time service based on 2088 hours per year. However, the period of per diem service to be considered will be limited to twenty-four (24) months prior to the date of conversion. For example: Total Per Diem hours in last twenty-four (24) months divided by 2088

(or 2080, depending on HRIS), equals X%. X% is then multiplied by 365 to get the number of days that shall be credited as seniority upon conversion to career status.

9. Schedule Cancellations

- a. When a Per Diem doctor is scheduled to work but it is subsequently determined that no work is available for the Per Diem employee, the University shall notify the Per Diem by telephoning him/her at the phone number provided. It shall be the responsibility of the Per Diem employee to inform the University of any changes to his/her telephone number.
- b. In the event a Per Diem doctor's scheduled shift is cancelled and the University did not telephone the employee in advance of the cancellation, the affected doctor shall perform any in-unit work that may be assigned or shall be provided two (2) hours pay in lieu of work. Pay in lieu of work need not be provided where the University made an effort to contact the employee in advance of the cancellation.

11. Required Participation in Educational/Training Programs

Where the University requires the participation of a Per Diem employee in a particular training or educational session/program, time spent in such training or educational program shall be considered time worked. Enrollment costs, if any, shall be paid by the University.

12. Workers' Compensation

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

13. Per Diem Employees are covered by the following Articles of this Agreement: Article 27: Leaves of Absence; Article 41: Defense and Indemnification of Employees; Article 37: Publication of the Memorandum of Understanding; Article 16: Doctors' Staff Meeting; Article 45: Duration; Article 21: Health and Safety; Article 14: Policies, Bylaws and Past Practice Not Covered by Agreement; Article 39: Management Rights; Article 6: Multiple Appointments; Article 42: No Strikes/No Lockouts; Article 3: Nondiscrimination in Employment; Article 48: Parking; Article 38: Payroll Deduction; Article 12: Official Personnel File; Article 46: Release Time for Bargaining; Article 4: Positions and Appointments; Article 10: Probationary Period, Section B.3., only; Article 17: Professional Judgment; Article 30: Reasonable Accommodation; Article 1: Recognition; Article 19: Compensation; Article 9: Secure Prescription Pads; Article 43: Severability; Article 28: Subcontracting; Article 47: Travel Reimbursement; Article 36: UAPD Rights; Article 44: Waiver; Article 13: Work Rules. Per Diem employees may use the grievance and arbitration procedures of this Agreement to the extent permitted

in the Articles cited immediately above only with respect to alleged violations of those Articles that cover them.

ARTICLE 5

OUT OF CLASSIFICATION ASSIGNMENTS / PROJECT COORDINATION OR LEAD WORK FUNCTIONS

- A. A doctor who is temporarily assigned by the University to fully perform the functions of a position in a higher classification for fifteen (15) calendar days or more shall be paid for the performance of such duties in accordance with §B., below, beginning on the first day of the out-of-class assignment and through its conclusion. In no event shall an out-of-class assignment exceed six (6) months.
- B. Doctors appointed in accordance with §A., above, shall be paid at the minimum of the higher classification's salary range or five percent (5%) above the doctor's existing pay rate, whichever is greater.
- C. An employee may be granted a temporary monthly administrative stipend when assigned temporary coordination or lead work functions, other than those constituting an out-of-classification assignment as discussed above in §A. The decision of the University to grant a temporary administrative stipend, including the amount of any such stipend, shall not be subject to the grievance and arbitration procedures of this Agreement. In no event shall an employee's assigned temporary coordination or lead work functions exceed sixty (60) days.

ARTICLE 6

MULTIPLE APPOINTMENTS

Employees with multiple appointments will be covered by the provisions of this Agreement only for the time in which the employees are working in any appointments(s) that would place him/her in the unit.

ARTICLE 7

CONTINUING MEDICAL EDUCATION / PROFESSIONAL DEVELOPMENT

A. General Conditions

- 1. Doctors are encouraged to pursue professional development and education in relation to their career in health care.
- 2. Doctors shall be reimbursed for the costs of educational programs required and approved by the University. Time spent in such educational programs shall be considered time worked.
- 3. Doctors attending University courses or seminars shall be eligible for fee reductions applicable to non-represented staff at their campus.

4. Nothing in this Article shall prevent the University from granting additional professional development and/or educational opportunities or reverting to the minimal hours discussed below in §B.

B. Paid Time

1. **Eligibility:** Non-probationary career doctors are eligible for paid professional development and educational leave.
2. Each calendar year, eligible doctors shall receive paid professional development leave for educational pursuits related to their career in health. Forty (40) hours of professional development leave shall be available for doctors appointed at ninety percent (90%) or more. The 40 (forty) hours shall be prorated, based on appointment rate, for eligible doctors that work less than 90% time. Such hours may not be accumulated from year-to-year. Those campuses that currently provide professional development leave based on appointment percentage without a reduction in leave for employees in partial-year appointments shall continue that practice.
3. **Use of Professional Development Time:** Requests for leave under §B. of this Article shall be submitted in accordance with departmental procedures and are subject to operational considerations.

C. CME Reimbursement

The University has the sole, non-grievable option to amend eligibility for, alter, terminate, or establish as a new program, the reimbursement of related expenses related to continuing education.

ARTICLE 8 STATE LICENSE REIMBURSEMENT

The University has the sole, non-grievable option to amend eligibility for, alter, terminate, or establish as a new program, the reimbursement to employees for the cost of any required licensures.

ARTICLE 9 SECURE PRESCRIPTION PADS

Consistent with its current practice, the University shall provide tamper-resistant prescription pads for doctors who are required as part of their work to administer, dispense, or prescribe controlled substances.

ARTICLE 10 PROBATIONARY PERIOD

A. General Conditions

1. Doctors in career appointments shall serve a probationary period during which time the University will evaluate their work performance and general suitability for University employment. The probationary period is completed following six (6) months of continuous service at one-half (1/2) time or more without a break in service. Time on leave with or without pay is not qualifying service for the completion of the probationary period.
2. Doctors who are rehired following a break in service of one (1) year or less shall not be required to serve a new probationary period, provided the rehired doctor had regular career status at the time of separation and is returning to a position that is within the bargaining unit, in the same classification and specialty and at the same campus. In all other cases, rehired doctors serve a probationary period, whether or not one was previously completed.
3. The probationary period may be extended at the discretion of the department head in the event a probationary employee: (a) experiences a change of supervisor; (b) for Sports Medicine physicians: did not have an opportunity to perform his/her full scope of duties; or (c) transfers to a different job during the probationary period. Such extension shall not be for more than three (3) months. Subject to the agreement of the UAPD and the University, the probationary period may be extended for additional time or under different circumstances. In the event of an extension, an employee will be advised in writing of the new end date for the probationary period.

B. Limited Appointments and Per Diem Appointments

1. If an employee who converts from a limited to a career appointment under the provisions of Article 4 – Positions, Appointments, and Assignments, has the same supervisor immediately after the conversion, the time served in the limited appointment under that supervisor shall be credited towards completion of the employee's probationary period in the new career appointment.
2. Doctors with a limited appointment who apply for and receive a career appointment through the competitive recruitment process shall have three (3) months of prior service in the limited appointment credited towards completion of her/his probationary period in the new career appointment, provided:
 - a. immediately preceding the start of the career appointment, the doctor served at fifty percent (50%) time or more for six (6) continuous months or more; and
 - b. the new career appointment is the same or substantially similar to the limited appointment that the employee had immediately preceding the career appointment.

In all other cases, doctors with a prior limited appointment shall serve a full probationary period in their new career appointment.

3. A per diem doctor who has worked at least the equivalent of sixty (60) full-time shifts in six (6) consecutive months in the same position to which he or she is subsequently appointed as a career employee shall have three (3) months credited toward completion of the probationary period, provided that the sixty (60) full-time shifts in six (6) consecutive months immediately precede the career appointment.

C. Evaluation During Probationary Period

Local procedures shall specify the timing and frequency of written evaluations of a probationary employee's work performance and general suitability for University employment.

D. Release During Probationary Period

Prior to the completion of the probationary period, an employee may be released at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement.

**ARTICLE 11
PERFORMANCE EVALUATION**

A. Evaluation

1. Performance Evaluation is a constructive process to acknowledge a doctor's performance. A doctor's evaluation shall be sufficiently specific to inform and guide her/him in the performance of her/his duties. The performance of each doctor shall be evaluated at least annually, in accordance with a process established by the University.
2. Before assigning a rating below "meets expectations" to sections of a doctor's performance evaluation involving clinical decision-making, a licensed practitioner of the same profession and scope of practice shall be consulted if the reviewer is not already of the same profession and scope of practice relevant to the practice being reviewed. In such cases, the employee shall be permitted to review the documents resulting from the consultant's review. The University may take measures to maintain the consultant's anonymity.
3. If a doctor has not been given an opportunity to perform on a particular element of his or her job, the University will note on the performance evaluation that the element was not applicable for the relevant time period and the employee's evaluation shall not be negatively impacted by the inapplicability of that element. Employee evaluations shall not be negatively impacted due to use of sick leave

permitted under the terms of Article 25 - Sick Leave, unless the employee has received written counseling or related disciplinary action.

4. The University will, forty-five (45) calendar days prior to implementing a new performance evaluation tool, provide a copy of the proposed tool to UAPD. Following a request by the Union, the University will meet with UAPD to discuss the new tool. Discussions, if any, shall not delay implementation of the new tool.
5. Performance evaluations are not an independent step in the disciplinary process, although they may be used as a form of corrective action.
6. In the event a non-probationary career doctor does not receive a written performance evaluation within six (6) months of the conclusion of the campus's annual review period, the doctor's overall evaluation for the year shall be "meets expectations."

B. Notice

Doctors who receive an evaluation on an individual section, or an overall evaluation, below "meets expectations" shall have received oral or written notice of the deficient conduct and/or performance, including information about how to correct such deficiencies, as soon as was practicable.

C. Employee Responses to an Evaluation

As part of the performance evaluation process, a doctor may provide comments pertaining to her/his evaluation or add relevant materials that may supplement or enhance the evaluation. When such written comments or materials are received from the doctor, they shall be attached to the performance evaluation and placed in the doctor's official personnel file.

D. Grievability

1. A non-probationary career employee who receives a written performance evaluation with an overall rating below "meets expectations" may file a grievance pursuant to the provisions of Article 34 - Grievance Procedure to be processed through Step 2 of the grievance procedure. The decision at the second step is final. The remedy for such a grievance shall be limited to revision of the section(s) and rating(s) being grieved.
2. Disputes arising regarding the performance evaluation of employees, including but not limited to the form, timing, procedure, impact and effects, shall not be subject to the grievance or arbitration procedures of this Agreement, with the exception of §D.1., above.

ARTICLE 12
OFFICIAL PERSONNEL FILE

A. General Provisions

1. The University shall maintain only one (1) official personnel file for each employee, in an office designated by the University.
2. Any item placed in the official personnel file shall be clearly identified as to its source or originator and shall be dated. Where not already provided for in this Agreement, a doctor shall be given a copy of any material(s) prior to placement in the official personnel file.

B. Right to Inspect

1. Upon reasonable written notice to the designated office, a doctor shall have the opportunity to review his/her official personnel file within a reasonable time in the presence of a University representative. An individual of the doctor's choice may accompany the doctor when s/he is reviewing his/her personnel file.
2. Alternatively, an individual doctor may authorize a designated representative to review his/her official personnel file on the doctor's behalf. Such authorization must be made in writing, signed, dated, and delivered by the doctor; or sent via email, to the designated office. The written authorization shall be valid for a period of thirty (30) calendar days from the date of signature on the written authorization/date of email, or according to the time limit indicated on the authorization.
3. Within fourteen (14) calendar days of a written request made to the designated office, an employee shall be given a complete copy of any requested items in her/his official personnel file, or a complete copy of the entire file. The University will provide the first copy of such material at no cost to the doctor. Subsequent copies will be provided at a cost of ten cents (\$.10) per page.

C. Response to Materials

1. A doctor shall have the right to prepare and have entered into her/his official personnel file a written response to any materials in the file. The doctor may also submit documentation in support of the response, which will also be placed in the file.
2. A doctor may submit a written request to the designated administrative officer for deletions and/or corrections of materials in their personnel file. Within thirty (30) calendar days, the appropriate administrative officer shall inform the employee whether the requested correction in a statement of fact or a requested deletion was made.

D. Grievance Material

Grievance documents and documents referring to, or arising out of, a grievance shall not be contained in the official personnel file. Grievance materials shall be kept separately.

E. Corrective Action and Disciplinary Materials

1. Copies of counseling memoranda and letters or notices that relate to final disciplinary action taken by the University, along with a copy of the proof of service that accompanied the letter/notice shall, upon being provided to the doctor, be placed in the doctor's official personnel file.
 2. Upon the doctor's written request, counseling memoranda and letters/notices of disciplinary action shall be removed from the doctor's official personnel file and not relied upon for any future disciplinary action after two (2) years if there has been no further documentation of the same or similar kind. The written request shall be returned to the doctor and no copy of the request will be placed in the official personnel file. The two (2) year limitation does not apply in the following situations:
 - a. When the counseling memoranda and letters/notices of disciplinary action concern a failure to meet the community standard of care, a failure to comply with a professional code of conduct, and/or any conduct that triggers the University's or any licensed health professional's reporting obligation under applicable law, or
 - b. A substantiated criminal violation connected with UC employment.
 3. Materials that remain in the file but would have been removed pursuant to §E.2., above, but for lack of a written request to remove such items, shall not be used or relied upon to take or support disciplinary action.
- F.** The provisions of this Article do not apply in any way to a doctor's privileging and credentialing file.

ARTICLE 13 WORK RULES

A. General Provisions

1. The University has the sole right to promulgate, supplement, amend, and rescind work rules. For the purposes of this Article, work rules are defined as rules promulgated by the University that regulate employees relative to and affecting their employment.
2. Work rules promulgated by the University shall be consistent with the provisions of this Agreement.

B. Application and Grievability

1. The University will reasonably enforce its work rules during working hours and when employees are on University premises. The University may enforce work

rules governing employees during non-working hours only for reasons of bona-fide business and/or health and safety necessity.

2. In the event the University's enforcement/application of its work rules is inconsistent with any portion of the Agreement, a grievance may be filed in accordance with the provisions of Article 34 - Grievance Procedure, and appealed to arbitration in accordance with the provisions of Article 35 - Arbitration Procedure of this Agreement.
3. In the event the application of a work rule is appealed to arbitration, the arbitrator shall have no authority to newly fashion or to modify the work rule. Nothing shall limit the arbitrator's authority to consider or comment on any issue relevant to the case, including the reasonableness of the grieved work rule, when rendering her/his decision and related remedy.

ARTICLE 14

POLICIES, BY-LAWS AND PAST PRACTICES NOT COVERED BY AGREEMENT

1. Current systemwide or campus-wide policies, by-laws, and practices relating to peer review, wages, hours, and terms and conditions of employment now existing, not raised in the bargaining process and not in conflict with this Agreement, may remain in effect.
2. Except as provided in §3., below, the University shall provide notice to UAPD as soon as practicable, but no later than forty-five (45) calendar days prior to implementation of any proposed change(s). UAPD shall have thirty (30) days from the date of the University's service to request to meet and confer over the demonstrable or reasonably foreseeable effects of the modification or elimination of such policies, by-laws and practices. Following the UAPD's timely request, meeting and conferring shall not be unreasonably delayed. The University may implement the changes following the forty-five (45) day notice period even if the parties have not yet met and conferred regarding the demonstrable or reasonably foreseeable effects.
3. In the event the change concerns the health and safety of the public and/or employee(s), the University may implement the change(s) prior to the completion of the forty-five (45) day notice period.
4. This Article is not subject to the grievance procedures of this agreement, except that the Union may grieve a violation of the notice provision in §2., above.

ARTICLE 15

LABOR-MANAGEMENT MEETINGS

A. Local Labor-Management Meetings

Following UAPD's written request, the University and the Union agree to meet, up to two (2) times per year at each campus, to discuss matters of local concern. Additional meetings may be scheduled by mutual agreement.

1. Subject to operational considerations, one (1) bargaining unit employee shall be released without loss of compensation to attend the scheduled meeting, provided that a written request for release time is given at least fourteen (14) calendar days in advance of the requested meeting date. Subject to the mutual agreement of the parties, additional bargaining unit employees may be released without loss of compensation to attend the scheduled meeting.
2. UAPD will provide an agenda at least seven (7) calendar days prior to the meeting date. The University will not be obligated to respond to inquiries about items not submitted on the provided agenda. Appropriate agenda items for such meetings include:
 - a. Administration of the Collective Bargaining Agreement;
 - b. General information of interest to the parties;
 - c. Health and safety matters affecting bargaining unit employees;
 - d. Staffing and workload issues;
 - e. Personnel changes, budgeted positions, and vacancies; and
 - f. Additional items mutually agreed-to by the parties for placement on the agenda.

B. University–Wide Labor-Management Meetings

1. General Meeting

Following UAPD’s written request, or UCOP’s invitation and UAPD’s acceptance, the Union and the Office of the President, System-Wide Labor Relations, agree to meet once per fiscal year to discuss items such as the administration of this Agreement.

- a. Subject to operational considerations, up to four (4) bargaining unit employees, each of whom shall be from a different campus, will be released without loss of compensation to attend the scheduled meeting, provided that a written request for release time is given at least fourteen (14) calendar days in advance of the requested meeting date. Subject to the mutual agreement of the parties, additional bargaining unit employees may be released without loss of compensation to attend the scheduled meeting.
- b. The parties will attempt to finalize an agenda at least seven (7) calendar days prior to the scheduled date of the meeting.

2. Benefits Meeting

Following UAPD’s written request, or UCOP’s invitation and UAPD’s acceptance, the Union and the Office of the President, System-Wide Labor

Relations, agree to meet two (2) times per calendar year to discuss the benefit plans, coverage, benefit schedules, carriers, providers, premium rates, eligibility criteria and the amounts, if any, of University and/or employee contributions.

- a. Subject to operational considerations, up to four (4) bargaining unit employees, who shall each be released no more than once per calendar year and each of whom shall be from a different campus, will be released without loss of compensation to attend the scheduled meeting, provided that a written request for release time is given at least fourteen (14) calendar days in advance of the requested meeting date. Subject to the mutual agreement of the parties, additional bargaining unit employees may be released without loss of compensation to attend the scheduled meeting.
- b. The parties will attempt to finalize an agenda at least seven (7) calendar days prior to the scheduled date of the meeting.

ARTICLE 16 DOCTORS' MEETINGS

A. Frequency

1. Upon written request and confirming signatures of a majority of represented employees in accordance with §A.2. below, a meeting with the Student Health Center's Executive Director; Medical Director; or Director shall be held no more than three (3) times per academic year, unless otherwise mutually agreed.

Written requests include email submissions to the Medical Director and his/her designee. In the case of email submissions, the requirement to provide 'confirming signatures' shall be met by carbon copying the doctors requesting the meeting and listing their name in the body of the email. The email shall also include a statement attesting that all the doctors listed and carbon copied in the email have been consulted and support the request to meet.

2. At locations where there are DX-represented employees at both the Student Health and the Counseling Center, doctors' meetings shall be combined, except at the UCLA campus.
 - a. Where doctors' meetings are combined, a majority is reached when more than half of the DX-represented doctors from a campus request a meeting in accordance with §A.1., above. The meeting is held jointly between Student Health and the Counseling Center.
 - b. UCLA: Doctors' meetings shall not be combined between Ashe and CAPS, unless otherwise mutually agreed. Ashe and CAPS will have separate doctors' meetings in accordance with §A.1., above, and will reach a requesting majority independently of the other.

B. Attendance

Aside from the Director(s), attendance at the doctors' meeting shall, unless expanded by mutual consent, be limited to licensed physicians, dentists, and podiatrists, with the exception of a management-assigned administrative attendee who will take minutes.

C. Purpose

The purpose of the meeting shall be to encourage the discussion of issues related to the development and implementation of quality health care programs for students. Such meetings may also serve as a forum for the exchange of information concerning current developments in medical knowledge, technology, and patient care.

Doctors shall have the opportunity to provide input and recommendations to the Director(s). The University shall not be obligated to adopt recommendations presented at the doctors' meeting(s), nor add/delete/modify the provisions of this Agreement.

D. Scheduling

1. Doctors' meetings shall be scheduled during normal Student Health and Counseling Center work hours.
2. The University will make efforts to maximize participation of represented doctors in the meetings. The parties recognize that the University's priority is to minimize disruption of patient access. Accordingly, management may schedule doctors' meetings at times of low demand for patient access.
3. A doctors' meeting will occur within forty (40) calendar days of receiving the written request in accordance with §A. above, unless otherwise mutually agreed.
4. The University shall have the option of holding these meetings by video conference or teleconference when doctors are spread between different locations at the same campus.
5. Time spent in a doctors' meeting is not considered time worked unless the doctor was scheduled to work at the time the meeting is held.
6. Nothing in this Article shall be interpreted as precluding the University from altering, deleting, or establishing other departmental or campus meetings not provided for in this Agreement.

**ARTICLE 17
PROFESSIONAL JUDGMENT**

The parties agree that doctors shall not practice, nor shall they be required to practice, in any manner that places their professional license(s) in jeopardy.

Professional judgment grievances may be appealed to Step Three (3) of the grievance procedure. The decision at the third step is final.

ARTICLE 18 HOURS OF WORK

A. General Conditions

1. The workweek for full-time doctors is normally considered to be forty (40) hours, and for part-time doctors the proportion of forty (40) hours equivalent to the appointment percentage; however, greater emphasis is placed on meeting the responsibilities assigned to the position than on working a specified number of hours. As exempt employees, doctors do not receive overtime compensation or compensatory time off, or additional compensation beyond the established salary for the position, unless otherwise agreed to. Additionally, as exempt employees, doctors are not required to adhere to strict time, record keeping and attendance rules for pay purposes.
2. Employees may request and the University may, at its sole non-grievable discretion grant employee requests for flexible working hours, which may include voluntary reduced appointment percentage, job sharing, or adjustments to partial year career furlough periods.
3. The terms “qualified” or “qualifications” means at the discretion of the University.
4. Work schedules are established by the University to ensure adequate staffing and coverage to meet operational requirements. Changes to scheduling may be either temporary or permanent in nature.
 - a. For purposes of this article, a permanent schedule change is one that is expected to last for three (3) months or more; whereas, a temporary schedule change is expected to last for less than three (3) months.
 - b. When the University becomes aware of the need to adjust schedules permanently, it will provide written notice to the affected employee(s) as soon as practicable under the circumstances. The UAPD shall be notified within one (1) business day of the notice being sent out to employees.
 - 1) Within thirty (30) days of the University’s notice to the UAPD, the Union may request to meet and discuss the permanent schedule changes. In no event will these discussions delay implementation ARbitrator of the permanent schedule change.
 - 2) A doctor may not be assigned to the new permanent schedule without having received forty-five (45) days’ advance notice, unless otherwise mutually agreed.
 - c. When the need for a short-term schedule change arises, the University will seek volunteers with the requisite skills, knowledge and abilities to

perform the necessary work. If there are no volunteers willing to work the alternate schedule, the University may assign a doctor to work. However, individual circumstances and/or scheduled vacations will be taken into consideration before requiring that a doctor work the assigned date and time.

B. Hours of Operation

The University retains the sole non-grievable discretion to determine its hours of operation and to schedule doctors to work at the Student Health Centers according to the provisions set forth in §A., above. The only limitations to the University's discretion are as follows:

1. If a location makes a change to its hours of operation and schedules doctors to work after 5pm during the week, and/or on the weekends, the University shall provide at least forty-five (45) days notice to the UAPD. Upon the UAPD's request, the University shall meet and discuss the changes to take effect and the University's scheduling plans within thirty (30) days of the request. Discussions shall not delay any changes scheduled to take effect.
2. In scheduling employees to work weekends/and or extended weekday hours the University shall first solicit volunteers with the requisite qualifications to perform the necessary work. If there are not sufficient qualified volunteers to work all of the extended hours shifts, the University shall retain the discretion to assign qualified doctors to meet its operational requirements. In exercising such discretion the University shall seek to ensure that such assignments are made fairly and equitably.

ARTICLE 19 COMPENSATION

A. General Provisions

1. **Effective Date of Salary Increases:** Wage increases referenced throughout this agreement are effective on the date indicated or the first, full pay period following the date provided when the date provided is not the begin date of the employee's relevant pay cycle.
2. **Salary Rates:** Current salary ranges can be accessed online by visiting the *Corporate Title Code System Lookup* (TCS) at: <https://tcs.ucop.edu/tcs/jsp/homePage.htm>. The parties recognize that the actual salary rates paid to employees may slightly vary from those reflected on TCS due to rounding.

In the event this webpage expires and is replaced by a new title code system and corresponding webpage, the University will provide thirty (30) calendar days notice to UAPD advising where such title code and salary information can be found online.

3. Increases shall be implemented in accordance with a campus's applicable, normal pay practices and adopted programs governing issues including, but not limited to, amount of increase and eligibility.
4. **Range Adjustment**
 - a. The salary range minimum and maximum shall be adjusted by the percentage increase indicated.
 - b. Each employee within the salary range shall receive the percentage increase indicated.
 - c. Employees whose pay exceeds the salary range maximum are not eligible for an increase.
5. **Merit Increase:** Eligibility for a merit increase shall be in accordance and consistent with local merit program guidelines, as established by each location.
6. **Order of Increases:** If more than one salary adjustment takes place on the same date, actions occur in the following order:
 - a. Salary Range Adjustment / Across-the-Board Increase
 - b. Merit Increase
 - c. Equity Increase
 - d. Increase Resulting from Promotion or Reclassification

B. Wages

1. Fiscal Year 2014-2015

- a. Effective no later than sixty (60) calendar days following the date of ratification, the University will apply a range adjustment of three and one half percent (3.5%) in accordance with §A.4., above.
- b. **UC Irvine, UC Los Angeles, UC San Diego and UC Santa Cruz Only:** Effective no later than sixty (60) calendar days following the date of ratification, UCI, UCLA, UCSD and UCSC shall provide an equity increase to doctors that meet the following eligibility requirements:
 - 1) In the DX unit as of the date of ratification;
 - 2) In a career appointment; and
 - 3) In Title Code 6000, 6001, or 6002.

If, after applying the three and one half percent (3.5%) range adjustment provided in Section B.1.a., above, eligible doctors remain below

\$165,000/annum, an equity increase shall be applied so that the annual salary for eligible employees is \$165,000/annum.

2. Fiscal Year 2015-2016

Effective no later than sixty (60) calendar days following the date of ratification and following the range adjustment provided for in Section B.1. above, the University will apply a range adjustment of three and one half percent (3.5%) in accordance with Section A.4., above

3. Lump Sum Payments

a) 2014-15 Retro

No later than one-hundred twenty (120) calendar days following the date of ratification, eligible employees shall receive a one-time, three and one half percent (3.5%) lump sum based on actual in-unit earnings for the payroll period that includes July 1, 2014 and concludes on the last day of the pay period prior to the implementation of the salary range increase discussed in Section B.1.a, above; or

- b)** For employees receiving a greater than three and one half percent (3.5%) increase in FY 2014-15 due to the equities outlined in Section B.1.b, the University shall determine the total percentage increase (expressed as X%) for each of the affected doctors. Then, no later than one-hundred twenty (120) days following the date of ratification, the University shall pay those employees a one-time, (X%) lump sum based on actual in-unit earnings for the payroll period that includes July 1, 2014 and concludes on the last day of the pay period prior to the implementation of the salary range increase and/or equity increase discussed in Section B.1.b., above. Employees covered by this provision are not covered by Section B.3.a., above.

c) 2015-16 Retro

No later than 120 days following ratification, eligible employees shall receive a one-time 3.5% lump sum based on actual in unit earnings for the period that begins July 1, 2015 and ends on the last day of the pay period prior to the implementation of the 2015-16 salary range adjustment. The 2015-16 lump sum retro shall include any increases provided in accordance with sections B.1. and B.2., above.

- d)** Legally required deductions or employee authorized deductions, including 403b, or 457b contributions, and the applicable UCRP deduction, will be made against the lump sums issued pursuant to Section B.3., and such lump sums shall therefore be UCRP-eligible compensation. Neither agency fees nor union dues will be deducted from this payment.

- e) In order to receive a lump sum payment in lieu of retroactivity an employee must be on the University payroll on the date of ratification.

4. Fiscal Year 2016-2017

Effective July 1, 2016, the University will provide a range adjustment of three percent (3%) in accordance with Section A.4., above.

5. Fiscal Year 2017-2018

Effective July 1, 2017, the University will provide a range adjustment of three percent (3%) in accordance with Section A.4., above.

6. Fiscal Year 2018-2019

Effective July 1, 2018, the University will provide a range adjustment of three percent (3%) in accordance with Section A.4., above.

C. Other Increases

The University may increase salary rates for selected classes or individuals at selected locations.

**ARTICLE 20
UNIVERSITY BENEFITS**

A. General Conditions

1. Eligible employees may participate in a number of benefits programs generally available to other eligible policy-covered staff employees of the University.
2. The University may, at its sole discretion during the term of this Agreement, alter in any way its health and welfare programs, including the retiree health benefit program, retirement system plans, and/or other benefits. Such alterations include, but are not limited to, adding new program or plan benefits, altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, changing the carrier for established plans or programs, or changing the administrator of such plan.
3. In the event the University alters its health and welfare programs, retirement system plans, or other benefits, the alterations will apply to eligible doctors in the same manner as they apply to other eligible policy-covered staff.
4. Employee's share of costs for healthcare premiums and retirement contributions, and costs for plans to which the University does not contribute, are to be paid by employees, normally through payroll deduction.

B. Retirement

Effective the Payroll Period that includes July 1, 2014

1. All unit employees who are members of the 1976-Tier shall increase their UCRP contribution rate by 1.5% for a total contribution rate of 8% (eight percent) of covered compensation (minus \$19) per month.
2. All unit employees who are members of the 2013-Tier shall contribute at the rate of 7% of covered compensation per month.
3. Changes to employee contributions or retirement benefits during the term of this Agreement shall be made pursuant to §A., above.

C. Health and Welfare

Effective on a payroll period that is within sixty (60) calendar days following ratification, eligible doctors shall pay the employee's share of monthly contributions contained in Appendix 7 depending upon the medical plan they have selected, their coverage and their applicable pay band.

D. Effect of Absences from Work on Benefits

1. **Temporary Layoff / Temporary Reduction in Time / Furlough:** Health plan contributions by the University will be provided for unit employees, in accordance with §C., above, when the employee is affected by the following conditions lasting up to four (4) months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health benefits to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable plan documents, rules, and/or regulations.
2. **Military Leave:** An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents.
3. **Leaves of Absence Without Pay**
 - a. Approved leave without pay shall not be considered a break-in-service and, except as provided in §3.c. below, shall not determine eligibility for benefits.
 - b. Except as provided in §3.c. below, an eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefits for the period of time specified in the plan documents, rules and regulations.
 - c. An employee on an approved Family and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status as follows:
 - 1) When the employee is on an FML that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family

Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.

- 2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty six (26) workweeks in a single twelve (12) month period. For purposes of Military Caregiver Leave, the “single twelve month period” is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
- 3) When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the employee is on Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve (12) month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count toward the employee’s FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
- 5) When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.

- d. Group insurance coverage not addressed in §3.c. above, shall be continued in accordance with the provisions of the applicable group insurance regulations.

E. Enumeration of University Benefits

For informational purposes only, a brief outline of benefit programs is listed in Appendix 5. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable plan documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percentage and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

ARTICLE 21 HEALTH AND SAFETY

A. General Conditions

1. The University shall make reasonable attempts to furnish, and maintain in safe working condition, the workplace and equipment required, in order that doctors may carry out the professional responsibilities of their positions without unnecessary risks.
2. The University and UAPD agree that exposure to risks from the patients cared for at the student health and counseling centers is inherent in doctors' employment. The University shall make reasonable attempts to provide doctors with the equipment, methods, practices, processes, procedures, as well as information and training on communicable illness and disease, and notifications as to patients with or suspected of having a communicable disease, as are necessary under applicable law to afford a working environment as safe and healthful as the nature of the work reasonably permits.
3. No employee shall be retaliated against or disciplined for identifying and/or expressing concern about any safety-related issue.

B. Assignments

A doctor shall not be assigned to any abnormally dangerous or hazardous task. An abnormally dangerous or hazardous task shall be defined as one in which the dangers or hazards are identifiably greater than the dangers or hazards inherent to the usual performance of a given job. In the event a doctor regards an assigned task as abnormally dangerous or hazardous, s/he shall notify the immediate supervisor. The supervisor may either direct the doctor to perform the task or assign him/her to other available work that is consistent with the work usually performed by the doctor. In attempting to resolve the employee's claim, the supervisor or the employee may contact the Environmental Health and Safety (EH&S) office at their location. If the doctor refuses to perform the task, s/he may be subject to discipline.

C. Health and Safety Grievances

1. If the matter in §B., above, is not resolved to the satisfaction of the employee and/or the employee is required to perform the task, the employee or UAPD may request a Step 1 meeting. Where such a meeting is requested, the grievance shall explicitly state that this §C.1. of this Article is being invoked. The meeting shall include the supervisor, a management labor relations representative, the grievant, and the grievant's representative, if any. The University shall issue a written response within fifteen (15) calendar days following the filing of the grievance, in accordance with the timelines specified in Article 34 – Grievance Procedure.
2. If, as a result of the filing of a grievance relative to an abnormally dangerous or hazardous task assignment, the University and the Union agree as to the existence of such abnormally dangerous or hazardous assignment, the University shall correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular effort.

D. Testing for Communicable Diseases

In the case of a suspected outbreak of a communicable disease and when the University requires testing and provides treatment for such communicable disease of patients and/or healthcare personnel who are not members of the bargaining unit, the University shall offer such tests and treatment for represented doctors within the appropriate affected work areas at no cost to the employees.

E. Ergonomic Evaluation

An employee may request an ergonomic evaluation of their work station. The University will provide a response to the employee within thirty (30) calendar days after the ergonomic evaluation report is submitted. The response shall include the evaluation report and the action(s) to be taken, if any.

F. Compliance

The University's ability to comply with the provisions of this Article is subject to the availability of budgeted funds for the accomplishment of such actions that may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, award, and/or arbitration decision rendered pursuant to a grievance/arbitration related to the provisions of this Article. The availability of such specifically budgeted and available funds shall be a contingency upon which the University's compliance with a settlement award, arbitrator's decision, and/or order of enforcement of such decision relative to a grievance or arbitration related to this Article shall be dependent. In such cases, the University shall take reasonable measures to alleviate the problem pending budgetary considerations. The University shall seek to expedite budgetary approval to solve the problem.

**ARTICLE 22
VACATION**

A. General Provisions

The University provides vacation leave to eligible employees for personal use, such as rest, relaxation, and renewal. Consistent with this objective, the University encourages employees to use their accrued vacation leave each year.

B. Eligibility

1. A doctor is eligible to accrue vacation credit if appointed at fifty percent (50%) or more of full-time for six (6) months or more.
2. An eligible employee begins to accrue vacation leave at the start of his/her appointment.

3. An eligible employee whose appointment is reduced below fifty percent (50%) will no longer accrue vacation leave. An employee who previously was ineligible to accrue vacation leave because of a part-time or short-term appointment will become eligible to accrue vacation on the first day following six (6) consecutive months or quadriweekly cycles on pay status at fifty percent (50%) or more time.
4. **Qualifying Service for Vacation:** For purposes of this Article, a month of qualifying service is a month of service at one-half (1/2) time or more. Service need not be continuous to be counted. Qualifying Service for purposes of calculating vacation accrual includes: service in a staff or academic appointment at the University; service for the State of California (including Hastings College of Law), the UC-managed Department of Energy Laboratories, and the California State University; and time spent on military leave from the foregoing institutions.

C. Accrual

An eligible doctor accrues vacation leave based on the number of years of qualifying service and hours on pay status according to the following, at the rates indicated:

Years of Qualifying Service	Per Hour on Pay Status*	Approximate Yearly Earning**	Maximum Accumulation**
Less than 5	.069231	18 days	288 hours
5 but less than 10	.080769	21 days	336 hours
10 or more	.092308	24 days	384 hours

* Hours on pay status include paid holiday hours.

** Full-Time rate.

D. Vacation Crediting

1. Accrued vacation for each month or quadriweekly cycle is credited on the first day of the following month or quadriweekly cycle, except that proportionate vacation credit for an eligible doctor who is separating from employment shall be credited at the completion of the last day on pay status.
2. No vacation shall be used prior to the time it is credited, except as provided under Article 40: Campus Closure.

E. Vacation Leave Accrual During Leaves of Absence

An employee continues to accrue vacation leave while on a University-paid leave of absence. Employees do not accrue vacation leave during any unpaid leave of absence, except as provided in Article 40: Campus Closure.

F. Maximum Vacation Leave Accumulation

1. A full-time employee shall not accrue vacation in excess of the maximum of two (2) times the employee's annual accumulation. A part-time employee shall accrue vacation to a pro-rated maximum number of hours as a full-time employee with comparable years of service.
2. Notice of Maximum Accumulation and Exception to Limit
 - a. Three (3) months prior to reaching the maximum number of vacation leave hours to be accumulated by an employee, the doctor shall be informed that s/he is nearing their maximum accumulation of vacation hours. Such information may come in the form of notice through the employee's monthly payroll statement, timesheet, or supervisor. The notice shall include the doctor's current total accumulation and maximum allowable accumulation.
 - b. In an effort to avoid reaching maximum accumulation of vacation hours, a doctor shall request vacation leave at least sixty (60) days prior to reaching their vacation maximum, to be taken as soon as operationally feasible. When operationally feasible, the doctor shall be granted the requested vacation leave before the doctor's vacation leave balance reaches the maximum amount to be accumulated.
 - c. If a vacation cannot be authorized due to operational considerations, the doctor shall have an additional four (4) months in which to request vacation and ensure continued accrual of vacation hours. To qualify for the four-month grace period, the doctor's supervisor must certify that there were operational considerations that prevented the doctor from taking vacation leave sixty (60) days prior to reaching the employee's vacation maximum. A request made at least thirty (30) days in advance of the requested vacation dates (and within the four-month extension) shall not be denied. The doctor shall continue to accrue vacation leave during these additional four (4) months.

G. Use of Accrued Vacation Leave

1. No vacation shall be used prior to the time it is credited, except as otherwise provided in Article 40: Campus Closure.
2. Vacation leave requested by an employee is subject to the University's operational needs and departmental procedures. A doctor may request vacation for a specific date(s) well in advance of the actual requested date(s), recognizing however, that the University may not be in a position to officially approve or deny the vacation until it has been able to reasonably assess its operational needs. Vacation requests shall not be unreasonably denied. An approved vacation request shall not be unreasonably cancelled.
3. The University will respond to a doctor's vacation request within fifteen (15) calendar days of receiving such request.

H. Vacation Leave Pay

1. Pay during a vacation leave is at the employee's rate of pay in effect at the time the leave is taken.
2. An employee will be paid for any unused vacation leave accrued through their last day on pay status upon: separation from employment, except that a doctor who is retiring may use accumulated vacation up to the effective date of retirement; transfer, promotion, or demotion to a University position that does not accrue vacation leave; or, being granted extended military leave.
3. Payment of accrued vacation leave upon transfer, promotion, or demotion to a position that does not accrue vacation leave will be based on the employee's rate of pay in effect immediately prior to the transfer, promotion, or demotion.

I. Transfer of Vacation Credit

A doctor who is transferred, promoted, or demoted to another position at a University medical center or campus in which vacation leave can be accrued, shall have any accumulated vacation credit transferred, unless such transfer is in conflict with the terms covering the new position. If such a conflict exists, the doctor will be paid for any unused vacation leave accrued through their last day on pay status in the prior position.

J. Recording Vacation Leave Accrual and Use

Except as provided in Article 27 – Leaves of Absence, the University will not deduct vacation leave used by exempt employees in less than full day increments, or in increments less than that portion of the day during which an employee on less than full-time pay status is normally scheduled to work.

K. Catastrophic Leave Programs

At locations where a catastrophic leave program exists, or when a campus or a department chooses to implement such a program, the provisions of the program shall apply equally to eligible employees covered by this Agreement as they apply to non-represented staff of the campus or department.

ARTICLE 23 HOLIDAYS

A. University Holidays

1. The University shall observe the following holidays:
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Presidents Day
 - Cesar Chavez Day (or floating equiv)

- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- New Year's Eve
- Independence Day
- Veterans Day
- Friday following Thanksgiving Day
- Christmas Day

2. Unless an alternate day is designated by the University, when a holiday falls on a Saturday, it is observed on the preceding Friday, and when a holiday falls on a Sunday, it is observed on the following Monday.

B. Eligibility for Holiday Pay

1. Full-Time Employees

- a. A full-time employee is eligible for holiday pay if s/he is on pay status during the week in which the holiday occurs.
- b. Full-time employees are also eligible for holiday pay if the holiday:
 - 1) immediately precedes their appointment date and the holiday is the first workday of the month;
 - 2) immediately follows their last day of work and the holiday is the last workday of the month; or
 - 3) occurs during an approved leave of absence, a temporary layoff, or a furlough that does not exceed twenty (20) calendar days (including holidays).

2. Part-Time Employees

Eligibility: A part-time employee is eligible for holiday pay if s/he is on pay status at least fifty percent (50%) of the hours in the month in which the holiday occurs (for doctors paid monthly) or the two (2) biweekly pay periods immediately preceding the biweekly pay period in which the holiday occurs (for doctors paid biweekly).

- a. When the holiday falls on a day that would otherwise be the eligible part-time employee's scheduled day off, the employee shall receive holiday pay in proportion with the employee's appointment percentage.
- b. When the holiday falls on a day that the eligible part-time employee would have worked but for the occurrence of the University holiday, s/he shall be without loss of compensation for the holiday.

- c. New or rehired part-time regular employees are not eligible for holiday pay for a holiday that occurs before the first day of their appointment or after they are separated from employment with the University.
3. No employee shall receive holiday pay for any holiday that is immediately preceded by or followed by an unauthorized absence or disciplinary suspension.

C. Special or Religious Holiday

An employee may take time off to observe a special or religious holiday if the University determines that the time off does not cause undue hardship to the department. Employees may use accrued vacation or take unpaid leave.

**ARTICLE 24
SICK LEAVE**

A. Eligibility

The University provides paid sick leave to eligible employees who are on pay status at least one-half of the working hours of a month or quadriweekly cycle in which it is earned.

B. Accrual

1. An employee accrues sick leave based on the hours the employee is on pay status in the month or quadriweekly cycle.
2. An eligible employee shall earn sick leave at the rate of .046154 hours per hour while on pay status.
3. Sick leave is earned during leave with pay in accordance with the employee's appointment percentage.
4. There is no maximum limit on the amount of sick leave that can be accumulated.

C. Sick Leave Crediting

Accrued sick leave for each month or quadriweekly cycle is credited and available for use on the first working day of the following month or quadriweekly 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.

D. Use of Accrued Sick Leave

1. Sick leave shall not be used prior to the time it is credited or after a predetermined date of separation, retirement, or indefinite layoff.
2. Subject to certain limitations, an employee may use accrued sick leave as follows:

Reason for absence	Amount of Sick Leave that may be used
Employee's own illness, injury, or medical / dental appointments	All accrued sick leave
Family and Medical Leave for employee's own serious health condition	Up to twelve (12) workweeks in a calendar year
Family and Medical Leave to care for a spouse, domestic partner, child, or parent with a serious health condition	Up to twelve (12) workweeks in a calendar year
Employee's Pregnancy Disability Leave	Up to four (4) months per pregnancy
Employee is required to attend to or care for ill family members not designated as Family and Medical Leave, or to attend to or provide care for other persons residing in the employee's household who are ill	Up to thirty (30) days in a calendar year.
To provide care for a family member who is a covered service member undergoing medical treatment, recuperation or therapy as Family and Medical Leave (Military Caregiver Leave)	Up to twelve (12) workweeks in a calendar year
The employee's work-related injury or illness	The difference between workers' compensation payment received and the employee's salary
To donate bone marrow or an organ	Up to five (5) days for bone marrow donation and thirty (30) days for organ donation in a calendar year Note: if leave for this purpose

	qualifies as Family and Medical Leave for a serious health condition, refer to that entry above.
The employee is a victim of domestic violence or sexual assault	All accrued sick leave
The employee is a victim of a serious or violent felony	All accrued sick leave
Bereavement Leave	<p>Up to ten (10) days for the death of a family member or person residing in the employee's household.</p> <p>Up to five (5) days in a calendar year for the death of an individual who is not a family member or a person residing in the employee's household.</p> <p>Note: An employee requiring more than the time provided for bereavement leave may request to use any accumulated vacation leave or may request an unpaid personal leave of absence.</p>

3. An employee who becomes ill while on vacation will be permitted to use sick leave based upon satisfactory verification of the employee's illness or injury.

E. Verification

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

F. Sick Leave Pay

1. Pay during a sick leave is at the employee's rate of pay in effect at the time the leave is taken, not the rate of pay in effect when the sick leave was accrued.
2. Accrued sick leave is not paid out upon termination of employment.

G. Transfer of Accrued Sick Leave

1. An employee transferred, promoted, or demoted to or from a position within this bargaining unit shall have any accumulated sick leave transferred if the employee is moving to a position in which sick leave can be accrued.

2. An employee transferred, promoted, or demoted out of this unit shall have any accumulated sick leave transferred if the employee is moving to a position where sick leave can be accrued.
3. An employee transferred, promoted, or demoted out of this unit to a position which is not eligible for sick leave shall have their accumulated sick leave recorded and maintained so that the sick leave may be reinstated if the employee later transfers to a position in which leave accrues.

H. Recording Sick Leave Accrual and Use

The University will record leave used by exempt employees in full day increments or in increments not less than that portion of the day during which an employee on less than full-time pay status is normally scheduled to work. The foregoing does not apply when an employee is taking Family and Medical Leave on an intermittent or reduced schedule basis.

I. Reinstatement of Sick Leave

1. An employee who is reemployed after a separation from employment of less than ninety (90) calendar days will have all accrued sick leave from the employee's prior service reinstated if the position is eligible for sick leave.
2. An employee who is reemployed after a separation from employment of ninety (90) or more calendar days but less than one hundred eighty (180) calendar days, will have up to eighty (80) hours of accrued sick leave reinstated if the position is eligible for sick leave.
3. Accrued sick leave will not be reinstated for an employee who is reemployed after a separation from employment of one hundred eighty (180) calendar days or more.
4. An employee who is laid off and subsequently reemployed during the period of recall and preferential rehire status will have all unused accrued sick leave reinstated.

J. Conversion of Sick Leave to UCRP Service Credit

An employee who retires within four (4) months of separating from University employment and elects monthly retirement income will have accrued but unused sick leave converted to UCRP service credit under the terms and conditions of the UC Retirement Plan. Accrued but unused sick leave is not converted to service in a lump sum cash-out of retirement benefits.

K. Catastrophic Leave Programs

At locations where a catastrophic leave program exists, or when a campus or a department chooses to implement such a program, the provisions of the program shall

apply equally to eligible employees covered by this Agreement as they apply to non-represented staff of the campus or department.

ARTICLE 25

WORK-INCURRED INJURY / ILLNESS

A. General Provisions

This Article defines the application of sick leave and vacation for employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act, and provides extended sick leave benefits for such employees when sick leave is exhausted and employees are still unable to work because of such injury or illness.

1. An employee unable to perform the normal duties of his/her job due to a work-incurred injury or illness compensable under the California Workers' Compensation Act may be granted leave for the duration of a verified disability not to exceed a predetermined date of separation, if one exists.
2. An approved leave of absence for work-incurred injuries or illnesses shall not be considered a break in service.
3. Employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act are eligible to use accrued sick leave and vacation as provided below. When sick leave is exhausted and when employees are still unable to work because of such illness or injury, employees may use extended sick leave or leave without pay as provided below.
4. An employee with a work-incurred injury or illness is entitled to leave without pay for all or part of the period during which the employee receives temporary disability payments under the California Workers' Compensation Act.
5. Leaves provided under this article may run concurrently with Family and Medical Leave.
6. An employee shall notify his/her supervisor of the need for leave for a work-incurred injury or illness as soon as practicable after the need for such leave is known. This notification shall include written medical certification of the need for such leave and the anticipated return to work date.

B. Return from Work-Incurred Injury or Illness Leave

1. Prior to returning to work, an employee granted leave under this article must provide the University with certification from her/his licensed health care practitioner of the employee's ability to return to work. When possible, ten (10) calendar days' notice shall be provided advising of the employee's ability to return to work. If a return to work certification specifies restrictions, the

University will consider what accommodation, if any, will reasonably be made, in accordance with Article 30: Reasonable Accommodation.

2. If the position held has been abolished during the leave, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished.

C. Use of Sick Leave and Vacation

1. An employee who accrues sick leave and vacation shall be permitted to use accrued sick and/or vacation leave to supplement income received under the California Workers' Compensation Act to reach the equivalent of his/her full salary. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary.
2. An employee shall exhaust their accrued sick leave prior to using their accrued vacation.
3. The additional payment made to an employee to provide the employee with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

D. Eligibility for Extended Sick Leave and Payments

1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the employee's salary, inclusive of any differentials that the employee would have otherwise received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of salary, inclusive of any differentials that the employee would have otherwise received, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payment shall not exceed twenty-six (26) weeks for any one (1) injury or illness.
2. An eligible employee who does not have sufficient accrued sick leave to cover the three (3) calendar days waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after

determination that the injury or illness is compensable under Workers' Compensation.

3. An employee who elects not to use all of her/his sick leave is not eligible for extended sick leave benefits.

E. Effect on Pay Status and Accruals

1. Supplemental Leave

An employee who is receiving temporary disability payments and is using sick leave or vacation to supplement the temporary disability payments as described in §C., above, is considered on regular pay status for purposes of application of the provisions of this Agreement, except completion of the probationary period. Sick leave and vacation accrued during this period may be used as soon as they accrue.

2. Extended Sick Leave

An employee who is receiving temporary disability payments and extended sick leave benefits as described in §D., above, is considered to be on regular pay status for purposes of application of the provisions of this Agreement, except completion of the probationary period. Sick leave and vacation accrued during this period is credited to the employee only upon return to work. However, if an employee separates without returning to work, the employee shall be paid for vacation accrued during the period the employee received extended sick leave payment.

3. Leave Without Pay

An employee on leave without pay and receiving temporary disability payments accrues sick leave and vacation on the same basis as if regularly employed, but such accrual is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such vacation credit.

F. Extensions of Work-Incurred Injury or Illness Leave

1. In the event an employee requires an extension to his/her work-incurred injury or illness leave, s/he shall provide the University with a certification from her/his licensed health care practitioner of the need for the extension and the anticipated return to work date.
2. When possible, such certification must be provided seven (7) calendar days prior to the date the employee was previously scheduled to return to work.

3. In the event prior notice is not provided in accordance with §§F.1. and F.2. on or before the previously scheduled return to work date, the University will not make extended sick leave payments to the employee for the period between the previously scheduled return to work date and the date the statement is received.

G. Separation

An employee shall not use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay. Any vacation credit remaining on the date of separation shall be paid on a lump-sum basis.

H. Modified Duty or Alternative Work

Subject to operational considerations and budgetary constraints, the University will endeavor, on a case by case basis, to modify duties consistent with documented medical restrictions, for employees who have experienced work related injuries or illnesses. This Section shall not be construed as a guarantee of a specific form of accommodation nor shall the modified duty provided in one case establish a precedent for similar or dissimilar circumstances.

ARTICLE 26 MILITARY LEAVE

The University will provide doctors with the protections and benefits of military leave required under applicable state and federal laws. In addition, to the extent that University policies provide for benefits and protections for employees on military leave that are greater than required by law, those benefits and protections shall also be provided to doctors in this bargaining unit. If the University is proposing any changes to such policies that would decrease the benefits or protections associated with military leave for employees, the University will provide notice to the UAPD with an opportunity to meet and discuss the proposed changes.

Following release from military service, a doctor shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the doctor applies for reinstatement. Upon reinstatement, a doctor shall receive salary range adjustments and other terms and conditions applicable to the doctor's position during the military leave as provided by the Agreement.

ARTICLE 27 LEAVES OF ABSENCE

A. General Provisions

Subject to the provisions of this Article and any applicable law, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the University. Nothing shall preclude the University, on a campus-by-campus basis, from establishing, implementing, or continuing a Catastrophic Illness or Injury Leave policy covering bargaining unit employees.

1. Definitions

- a. Non-medical leaves of absence, with or without pay, include: Family and Medical Leave (“FML”) taken for certain purposes (to care for a family member with a serious health condition, Parental Leave, Military Caregiver Leave, and Qualifying Exigency Leave), as well as leave for jury duty, voting, blood donations, administrative or legal proceedings, emergencies, and University functions.
- b. Medical Leaves with or without pay, include: FML taken because of the employee’s own serious health condition or the employee’s pregnancy disability, Pregnancy Disability Leave (whether or not it qualifies as FML), and Disability Leave.
- c. FMLA is the federal Family and Medical Leave Act of 1993.
- d. CFRA is the California Family Rights Act of 1995.
- e. PDLL is the California Pregnancy Disability Leave Law, which is part of the California Fair Employment & Housing Act.

2. Use Of Family And Medical Leave (FML) Entitlement

- a. If an employee eligible for FML takes a leave for an FML-qualifying reason (as defined in §B. below), the absence from work shall be deducted from the employee's FML entitlement.
- b. If an employee is ineligible for FML or has exhausted her/his calendar year entitlement and requests leave for a serious health condition that would qualify as a disability, an approved disability leave of absence may be provided for the period(s) an eligible employee is absent from work for verifiable medical reasons as provided in §C. and §D. of this Article.

3. Benefit Eligibility While On Leave Without Pay

- a. Special Benefit Eligibility For FML Leaves – A benefits-eligible employee shall have University-provided health benefits continued for the period of the FML Leave in accordance with §B.1.h. of this Article.
- b. An approved leave without pay shall not be considered a break in service.

- c. The provisions of Article 24 - Sick Leave, Article 22 - Vacation, and Article 20 - University Benefits shall apply when employees are on an approved leave without pay.
- d. A benefits-eligible employee on an approved leave without pay other than an FML Leave may elect to continue University-sponsored insurance coverages (as determined by plan documents and/or regulations) for the period of the leave by remitting the entire premium amount due for the period of the approved leave, in accordance with the provisions of the applicable plan(s). Regulations of the retirement systems determine the effects of leave without pay on retirement benefits. See §B.1.h., below for benefit eligibility when an employee is on an unpaid FML Leave.

4. Requests For Leave

Except as provided under §B.1.e. – Family and Medical Leave (FML)/Notification below, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning and end date of the leave, and any additional information as required.

5. Duration

- a. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. For leaves other than FML, written confirmation shall be provided when the University determines such confirmation is appropriate. For leaves that are FML, see §B.1.c., below.
- b. Except as provided for under §C. – Pregnancy Disability Leave, §D. – Disability Leaves Other than Pregnancy Disability Leave, or §F.2. – Personal Leaves of Absence Without Pay below, the aggregate maximum of leaves taken in any combination shall not exceed six (6) months in any one (1) year period.
- c. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation.

6. Return To Work

- a. Except as provided in §B. – Family and Medical Leave (FML), §C. – Pregnancy Disability Leave, and Article 26 - Military Leaves, an employee who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position in the same department upon expiration of the leave, in accordance with the provisions of this Article. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been working when the position was abolished or affected by layoff.
- b. Failure to provide a medical release to return to work, as required in §B.1.i.(1)(b). and §D.3., below, may result in the delay of reinstatement until the employee submits the required medical release certification.
- c. An employee who has exhausted her/his original leave entitlement and who has been granted additional leave under another section of this Article shall be reinstated in accordance with the provisions of the section under which the additional leave was granted. The employee shall be advised in writing of his/her reinstatement rights, at the time the additional leave is granted.
- d. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension thereof shall be considered to have abandoned her/his job, in accordance with Article 32 – Resignation/Job Abandonment.

B. Family And Medical Leave (FML)

An employee who is eligible for Family and Medical Leave (FML) and has not exhausted her or his FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below:

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

FML is unpaid leave, except as otherwise provided in §B.1.g., below.

1. General Provisions for FML

a. Definitions

- 1) **“Child”** means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in *loco parentis*; provided that the child is either under 18 years of age or incapable of self-care because of a mental or physical disability.
- 2) **“Parent”** means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in *loco parentis* to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in *loco parentis* to the employee when the employee was a child.
- 3) **“Spouse”** means a partner in marriage.
- 4) **“Serious health condition of an employee”** is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves one of the following:
 - a) inpatient care in a hospital, hospice, or residential medical care facility, or
 - b) continuing treatment by a health care provider for:
 - i. a period of incapacity of more than three (3) consecutive calendar days, or
 - ii. any period of incapacity or treatment due to a chronic serious health condition, or
 - iii. any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
 - c) An employee's disability or work-related injury or illness may constitute a serious health condition.
- 5) **“Serious health condition of a family member of an employee”** is an illness, injury, impairment, physical or mental condition of the employee's child, parent, spouse, or same- or opposite-sex domestic partner that requires the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity.
- 6) **“Health Care Provider”** is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as

demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of her/his duties as defined under State Law; a Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

b. Eligibility Criteria for FML

- 1) Employees who have at least twelve (12) cumulative months of University service, and have worked at least 1,250 hours of actual service (as defined below) during the twelve (12) month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of FML Leave in the calendar year, except as otherwise provided in this Article. If the employee is taking FML as Military Caregiver Leave, the employee shall be eligible for up to twenty-six (26) workweeks of leave in a single 12-month leave period. For the purposes of this Article and §B. only, all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement.
- 2) **"1,250 Hours Of Actual Service"** is time actually spent at work and does not include any paid time off, such as vacation, compensatory time, sick leave, or holidays not worked. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

c. Duration of Leave

FML shall not exceed twelve (12) workweeks in any calendar year except when it is used for Pregnancy Disability Leave or Military Caregiver Leave. If the employee is taking FML as Pregnancy Disability Leave, the employee shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy. If the employee is taking FML for Military Caregiver Leave, the employee shall be eligible for up to twenty-six (26) workweeks of leave in a single 12-month leave period.

For the purposes of FML, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time career and limited appointment employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FML need not be consecutive, in no event shall an employee's aggregate use of FML exceed a total of twelve (12) workweeks within a

calendar year (or 26 workweeks in the single 12-month leave period if the employee is taking FML as Military Caregiver Leave or four (4) months per pregnancy if the employee is taking FML as Pregnancy Disability Leave).

- 1) **Hourly Conversion for Part-time or Alternately Scheduled Employees:** For employees who work part-time or a schedule other than an 8/40, the number of FML hours for which the employee is eligible shall be adjusted in accordance with her/his normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on her/his hours worked over the twelve (12) months immediately preceding the leave.
- 2) Any leave taken by an eligible employee that qualifies as FML (including leave for a Work-Incurred Injury or Illness under Article 25) will be designated as such by the University and will be counted against the employee's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).
- 3) If the employee has exhausted her/his entitlement to FML Leave, s/he may apply for additional leave pursuant to this Article.

d. **Forms in Which FML May Be Taken**

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

1) **Employee Requests for FML on an Intermittent or Reduced Schedule Basis**

When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for FML for the employee's serious health condition, to care for a family member with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced schedule basis, including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule toward the employee's FML entitlement for the applicable year.

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

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

For requests to take FML as Parental Leave on an intermittent or reduced schedule basis, see §B.5.d., below.

2) **Temporary Transfer to Accommodate Intermittent Leave or Reduced Work Schedule**

When the employee requests FML on an intermittent or a reduced schedule basis due to the planned medical treatment for the employee's serious health condition or the serious health condition of a family member, the University may, at its sole, non-grievable discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring need for leave. Such alternative position shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

e. **Notification**

- 1) If the employee learns of the event giving rise to the need for FML more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the employee shall give the University at least twenty eight (28) calendar days notice of the need for leave. An employee who fails to give twenty eight (28) days' notice for a foreseeable leave with no reasonable basis for the delay, may have the FML leave delayed until twenty eight (28) days after the date on which the employee provides notice.
 - a) If the need for leave is foreseeable due to the planned medical treatment of the employee (due to the employee's serious health condition or pregnancy disability) or the planned medical treatment of the employee's family member with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations, subject to the approval of the health care provider.
 - b) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.

- 2) The University shall determine whether the employee meets the eligibility requirements and qualifies for an FML Leave and shall, within five (5) days of that determination, notify the employee whether the leave is designated or provisionally designated as FML Leave. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted.
- 3) Extensions to an FML Leave may be granted, up to the aggregate maximum of twelve (12) workweeks in a calendar year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave or four (4) months per pregnancy if FML is taken as Pregnancy Disability Leave). If an employee's need for leave continues after her or his FML entitlement has been exhausted, the employee may be eligible for a Disability Leave in accordance with §D. of this Article or may request a Personal Leave in accordance with §F. of this Article.

f. **Certification and Other Supporting Documentation**

1) **Certification When FML is Taken for the Employee's Own Serious Health Condition**

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

- a) a certification that the employee has a serious health condition as defined in §B.1.a.(4)., above, and
- b) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position, and
- c) the date on which the employee's serious health condition began, if known, the probable duration of the condition and the employee's probable date of return, and
- d) whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work

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

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

2) **Certification When FML Is Taken to Care for the Employee's Family Member with a Serious Health Condition**

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

- a) certification that the employee's family member has a serious health condition as defined in §B.1.a.(5)., above, and
- b) a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
- c) whether the employee's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.

In addition, the employee will be required to certify either on the same form or separately what care s/he will provide the family member and the estimated duration of the period of care.

3) **Certification When FML Is Taken as Pregnancy Disability Leave**

When FML is taken as Pregnancy Disability Leave, the employee may be required to provide a certification in accordance with §C.4., below.

4) **Certification When FML Is Taken for Military Caregiver Leave**

When Military Caregiver Leave is requested, the employee may be required to provide a certification completed by an authorized health care provider of the covered servicemember, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any health care provider (as defined in §B.1.a.(6)., above) who is treating the covered servicemember. The certification should provide information sufficient to establish entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that she or he has a covered relationship with the employee, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the employee may be required to provide information establishing her or his veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

5) **Certification When FML Is Taken for Qualifying Exigency Leave**

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

6) **Confirmation of Family Relationship**

The University may, at its sole non-grievable discretion, require that an employee complete a Declaration of Relationship form to certify her/his relationship with the child when the employee is requesting FML as Parental Leave or to certify his/her relationship with the family member when the employee is requesting FML to care for a family member with a serious health condition. The employee's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's written request may result in discontinuance of the leave until the required documentation is provided. If the

employee fails to provide the completed Declaration of Relationship form within a reasonable time as requested, FML leave will be denied.

7) **Questioned Medical Certifications**

Should the University question the validity of the employee's certification for her/his own serious health condition, the University may, at its sole non-grievable discretion, require that the employee obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the employee's own health care provider, the University may, at its sole non-grievable discretion, require a third medical opinion from a third health care provider, jointly selected by the employee and the University. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.

8) **Additional Certification and/or Recertification**

If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, the University may, at its sole non-grievable discretion, require the employee to obtain recertification. Also, when the certification states that the serious health condition of the employee or the employee's family member will last indefinitely, the University may, at its sole non-grievable discretion, require the employee to provide a new certification, but not more frequently than every thirty (30) days. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable.

9) **Failure to Provide the Requested Certification and/or Recertification**

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

An employee's failure to provide the certification and/or recertification for a foreseeable leave other than Pregnancy Disability Leaves within the requested time may result in delay of the leave until the required certification is received. An employee's failure to provide certification for an unforeseeable leave other than Pregnancy Disability Leave within the requested time period may result in discontinuance of the leave until the required

certification is provided. If the employee fails to provide certification or recertification within a reasonable time as requested, FML Leave will be denied.

If the employee fails to provide a complete and sufficient certification and/or re-certification, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete or insufficient certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete and sufficient certification and/or recertification, FML will be denied.

g. Use of Accrued Paid Leave

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

- 1) An employee on FML for her/his own serious health condition:
 - a) shall use accrued sick leave in accordance with the University's disability plan requirements; or
 - b) if not eligible for University disability benefits and not on leave as a result of a work-incurred injury or illness, shall use all accrued sick leave and all accrued vacation time prior to taking leave without pay; or
 - c) if on leave due to a work-incurred injury or illness, may use accrued sick leave as provided in Article 25 - Work Incurred Injury or Illness and shall use all accrued vacation time prior to taking leave without pay.
- 2) An employee on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use sick leave in accordance with Article 24 - Sick Leave, §B.3., and shall use accrued vacation time prior to taking leave without pay.
- 3) An employee on FML for Pregnancy Disability Leave shall use all accrued sick leave before taking leave without pay and shall have the option to use accrued vacation time instead of taking leave without pay.

- 4) An employee taking FML as Parental Leave may use up to thirty (30) calendar days of accrued sick leave, and shall use accrued vacation time prior to taking leave without pay.
- 5) An employee taking FML as Qualifying Exigency Leave shall use accrued vacation time prior to taking leave without pay.
- 6) An employee on FML for any reason may not use compensatory time prior to taking leave without pay.

h. Continuation of Health Benefits

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

- 1) When the employee is on FML that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty six (26) workweeks in a single twelve month period. For purposes of Military Caregiver Leave, the “single twelve month period” is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
- 3) When the employee is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee’s FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
- 5) When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.

i. **Return from FML**

1) **Required Notice and Documentation**

- a) The employee shall provide reasonable notice to her/his employing department of her/his anticipated return to work.
- b) An employee returning from FML for her/his own serious health condition must provide a written medical release to return to work prior to returning to work. For returns after Pregnancy Disability Leave, see §C.4.e., below.
- c) The employee who has been medically released to perform the essential assigned functions of her/his job, shall be reinstated in accordance with the provisions of §B.1.i.(2)., below.
- d) Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release certification.

2) **Reinstatement Rights**

When an employee has been granted an approved FML for any purpose other than Pregnancy Disability and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), s/he shall be reinstated to the same or an equivalent position upon expiration of the leave. For an employee's return to work rights after Pregnancy Disability Leave, see §C.5., below. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been working when the position was abolished or affected by layoff. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation. An employee who has been granted an FML for her/his own serious health condition, may be required by the University to provide a written medical release to return to work prior to her/his return to work.

2. **FML for Employee's Serious Health Condition**

FML for the employee's own serious health condition is leave taken when the employee's own "serious health condition," as defined in §B.1.a.(4). above,

renders the employee unable to perform any one or more of the essential functions of the employee's position.

3. **FML to Care for Employee's Family Member with a Serious Health Condition**

FML to care for a family member with a serious health condition is leave to care for the employee's child, parent, spouse or same or opposite sex domestic partner who has a "serious health condition," as defined in §B.1.a.(5), above.

4. **FML as Pregnancy Disability Leave**

When an employee who takes Pregnancy Disability Leave pursuant to §C., below is eligible for FML, her Pregnancy Disability Leave will be counted against her FML entitlement under the FMLA as well as her Pregnancy Disability Leave entitlement under PDDL.

5. **FML as Parental Leave**

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

a. **Time Limit for Parental Leave**

Parental leave must be initiated and concluded within one (1) year of the birth or placement of the child with the employee.

b. **Eligibility for Parental Leave**

An employee taking Parental Leave must meet the eligibility requirements for FML set forth in §B.1.b., above, except when the employee is taking Parental Leave immediately following an FML taken as Pregnancy Disability Leave. In those circumstances, an employee who was eligible for FML under the FMLA at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave under CFRA for up to twelve (12) workweeks after her Pregnancy Disability Leave, provided that she has not exhausted her FML entitlement under CFRA for that leave year.

c. **Advance Notice**

The employee shall request Parental Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care, in order to allow the University to plan for the absence of the employee, but the employee shall not be required to

provide more than thirty (30) days advance notice. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with an FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. Parental Leave, when taken because of the adoption or placement of the child with the employee could commence prior to the date of placement.

d. **Duration of Parental Leave**

Parental Leave, alone, shall not exceed twelve (12) workweeks within a calendar year as defined in §B.1.b.(1). and §B.1.c., above. However, when an FML for Parental Leave is combined with an FML for Pregnancy Disability Leave, the total FML Leave shall not exceed seven (7) months in a calendar year.

e. **Forms in which Parental Leave May Be Taken**

The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during a calendar year. The University, at its sole non-grievable discretion, may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

6. **FML as Military Caregiver Leave**

An eligible employee may take Military Caregiver Leave to care for a family member who is a “covered servicemember” undergoing medical treatment, recuperation or therapy for a “serious injury or illness,” consistent with the definitions of those terms in §B.6.b., below.

a. **Eligibility Criteria and Duration Specific to Military Caregiver Leave**

An eligible employee is entitled to up to twenty six (26) workweeks of Military Caregiver Leave during a single twelve-month (12-month) leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in §B.1.b., above.

b. **Definitions Specific to Military Caregiver Leave**

1) **“Covered servicemember”** means:

- a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who, because

of a “serious injury or illness,” is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list or

- b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness.”
- 2) **“Covered veteran”** means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Military Caregiver Leave to care for a covered veteran.
 - 3) **“Outpatient status”** means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
 - 4) **“Serious injury or illness”** means:
 - a) For a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the covered servicemember medically unfit to perform the duties of her or his office, grade, rank, or rating;
 - b) For a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered her or him unable to perform the duties of her/his office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department

of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for Comprehensive Assistance for Family Caregivers.

- 5) **“Parent of a covered servicemember”** means a covered servicemember's biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the covered servicemember. The term does not include parents in law.
- 6) **“Son or daughter of a covered servicemember”** means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- 7) **“Next of kin”** means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the blood relative who the covered servicemember has designated in writing as her or his nearest blood relative for purposes of Military Caregiver Leave.
- 8) **“Single 12-month leave period”** means the period beginning on the first day the employee takes Military Caregiver Leave and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

c. **Leave Entitlement**

Military Caregiver Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any “single twelve-month (12-month) period.”

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

As with other types of FML, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered servicemember, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

7. FML as Qualifying Exigency Leave

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

a. Definitions Specific to Qualifying Exigency Leave

- 1) **"Son or daughter on covered active duty or call to covered active duty status"** means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.
- 2) **"Covered active duty or call to covered active duty status"** means:
 - a) For purposes of members of the Regular Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country.
 - b) For purposes of a member of the Reserve component of the Armed Forces: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to 10 U.S.C. §§ 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national

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

- 3). **“Reserve component of the Armed Forces”** include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation pursuant to 10 U.S.C. §§12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
- 4) **“Qualifying exigency”** is defined as any one of the following, provided that the activity relates to the military member’s covered active duty or call to covered active duty status:
 - a) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment;
 - b) Military events and activities, including official ceremonies;
 - c) Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time that Qualifying Exigency Leave is to commence;
 - d) Financial and legal arrangements to address the military member’s absence or to act as the military member’s representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to active duty status and for the ninety (90) days after the termination of the military member’s covered active duty status;
 - e) Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time the Qualifying Exigency Leave is to commence;
 - f) Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who

is on short-term, temporary Rest and Recuperation leave during the period of deployment;

- g) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;
- h) Arranging for care for the parent of the military member or providing care for the parent on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), where the parent is incapable of self-care and is the biological, adoptive, step, or foster father or mother of the military member, or any other individual who stood in loco parentis to the military member when the military member was under 18 (eighteen) years of age; and
- i) Additional activities related to the military member's active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

C. Pregnancy Disability Leave

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

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

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

1. Duration

- a. An employee is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.

- b. If the employee continues to be disabled by pregnancy, childbirth, or related medical condition beyond four (4) months, a medical disability leave of absence may be granted in accordance with §D., below.
- c. Following Pregnancy Disability Leave, the employee may be eligible for Parental Leave, pursuant to §B.5., above, to care for her newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Leave shall not exceed seven (7) months in a calendar year.

2. **Use of Accrued Paid Leave**

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

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

- a. **Transfer at the Request of the Employee.** The University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee when such transfer is medically advisable according to the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the employee is also taking leave on an intermittent or reduced schedule basis. When the employee's health care provider certifies that the transfer is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with §C.5., below.
- b. **Transfer to Reasonably Accommodate Employee's Need for Intermittent or Reduced Schedule Leave.** When the employee's health care provider states in a medical certification that it is medically advisable for the employee to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole non-grievable discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of the alternative position. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with §C.5., below.

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

4. **Certification**

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

5. **Reinstatement after Pregnancy Disability Leave**

The date of reinstatement from the Pregnancy Disability Leave is typically determined by agreement between the University and the employee when the leave is granted. If the actual reinstatement date differs from the original agreement or

no agreement was made and the employee is returning directly from PDL, the University shall reinstate the employee within two (2) business days or, when two (2) business days is not feasible, as soon as possible after the employee notifies the University of her readiness to return.

If the employee is returning to work directly following the end of the Pregnancy Disability Leave, she shall not be reinstated from her Pregnancy Disability Leave until a medical release certification is provided to the University within the time limits specified by the Department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

An employee who has taken Pregnancy Disability Leave shall be reinstated to the same position, provided that the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the same job has been abolished or affected by layoff, the employee shall be reinstated to a comparable position if the employee would have been entitled to the comparable position if she had been continuously working. If a comparable position is not available on the employee's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the employee of the position(s). If the employee is reinstated within that sixty-day (60-day) period, the period between the employee's originally scheduled date of reinstatement and her actual reinstatement shall not be counted for purposes of any employee pay or benefits.

6. Continuation of Health Benefits

A benefits-eligible employee on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set forth in §B.1.h.(4)., above, whether or not the Pregnancy Disability Leave also qualifies as FML.

D. Disability Leaves Other Than Pregnancy Disability Leave

A disability leave of absence is the period(s) for which an eligible career employee is granted leave from work for medical reasons in accordance with §D.1., below. This leave includes the combined use of accrued sick leave and the disability leave of absence without pay in accordance with the provisions of this Article and Article 24 - Sick Leave. Disability leaves of absence with or without pay are provided for leaves due to non-work related illnesses or injuries.

1. Eligibility

An employee may be eligible for a disability leave of absence with or without pay when s/he has exhausted her/his twelve (12) workweek FML entitlement in a calendar year, or s/he is not otherwise eligible for FML Leave, or the employee has exhausted her four (4) month entitlement under the Pregnancy Disability Leave Laws, and s/he:

- a. is medically incapable of performing the essential assigned functions of her/his job due to a non-work related illness or injury, and
- b. has furnished evidence of disability satisfactory to the University.

2. Duration

- a. When the use of accrued sick leave and a disability leave of absence without pay are combined, a disability leave may be granted by the University for a total period of verified disability consistent with the University's obligation to reasonably accommodate a disabled employee.
- b. An employee granted a disability leave who is also applying for University disability benefits for non-work related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking leave without pay.
- c. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated on the basis of medical condition in accordance with Article 31 – Medical Separation of this Agreement.

3. Return To Work

The employee shall not be reinstated from a medically-related leave of absence until a medical release certification is provided to the University within the time limits specified by the department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

E. Military Spouse/Domestic Partner Leave

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

1. **Definitions Specific to Military Spouse/Domestic Partner Leave**

a. **“Qualified member”** means a person who is any of the following:

- 1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
- 2) A member of the National Guard who has been deployed during a period of military conflict, or
- 3) A member of the Reserves who has been deployed during a period of military conflict.

b. **“Period of military conflict”** means either of the following:

- 1) A period of war declared by the United States Congress, or
- 2) A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code §395.10.

2. **Eligibility**

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

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

3. **Substitution of Paid Leave**

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

F. **Personal Leaves of Absence Without Pay**

1. A non-probationary career employee may be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the University. Such leave shall not exceed six (6) calendar months. Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for benefits except that the regulations of the retirement systems must be specifically checked to determine the effects of such leave without pay on retirement benefits.
2. Notwithstanding the foregoing, the University at its sole non-grievable discretion may approve extension of a Personal Leave of Absence Without Pay for a total leave of not normally more than twelve (12) months.

G. Leaves of Absence With Pay

1. Jury Duty/Grand Jury Duty

A full-time employee in a career position on any shift or work schedule who is summoned to required jury duty 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 work day and the employee's normal workweek. A part-time employee in a career position who is summoned to required jury duty 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. When an employee's scheduled jury duty hours do not generally coincide with the employee's scheduled shift, the University will, upon request of the employee and subject to operational needs, change the employee's shift assignment. In the event the employee's shift assignment is changed to a shift that has a shift differential, such differential shall not apply when the change in assignment is made to accommodate the employee's jury duty.

2. Voting

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

3. Blood Donations

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

4. Administrative Or Legal Proceedings

- a. When an employee is attending administrative or legal proceedings as directed by the University or is subpoenaed by the University to appear as

a witness in an administrative or legal proceeding, leave without loss of compensation will be granted for actual time spent in the proceedings and in related travel, not to exceed the number of hours in the employee's normal work day and workweek.

- b. An employee subpoenaed by the State or a political subdivision thereof when the State or political subdivision is prosecuting a person for an offense that the employee, by virtue of being on University premises during scheduled work hours, witnessed, shall be granted leave without loss of compensation for actual time spent in the proceedings and in related travel, not to exceed the employee's normal work day and workweek.
- c. When an employee is subpoenaed due to any clinical issue occurring within the course and scope of the subpoenaed employee's University employment, leave without loss of compensation will be granted for actual time spent in the proceedings and in related travel, not to exceed the employee's normal work day and workweek.

5. Emergencies

In the event of natural or man-made emergencies, an employee may be granted leave without loss of compensation during regularly scheduled hours of work for the period of time authorized by the University. The granting of such leave and the period of time shall be at the sole, non-grievable discretion of the University.

6. University Functions

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

H. Catastrophic Leave Programs

Bargaining unit employees may participate, as donors and recipients, in Catastrophic Leave programs according to local campus procedures and Article 24 - Sick Leave, §K.

ARTICLE 28 SUBCONTRACTING

A. General Provision

The University has the right to subcontract all or any portion of its operations.

B. Notice

When the University decides to subcontract work currently performed by bargaining unit employees and such subcontracting will result in the layoff of said employees:

1. If the University issues a Request for Proposals (RFP) or Invitation for Bid (IFB) for the work at issue, the University shall provide the Union with a copy of such RFP or IFB no later than ten (10) days after it is issued by the University; and
2. Regardless of whether an RFP or IFB is issued, the University will provide the Union with sixty (60) days notice prior to the commencement of work by the contractor.
3. Any layoffs resulting from subcontracting shall be conducted consistent with Article 29: Layoff and Reduction in Time.

C. Meet And Discuss

If requested by the Union in writing, the University agrees to meet and discuss the effects of the subcontracting and corresponding layoffs. Failure to conclude such discussions, if any, prior to the date on which the subcontracted work begins, shall not preclude the University from implementing the subcontracting on the date agreed upon by the University and the subcontractor or the layoff of employees impacted by such subcontracting pursuant to Article 29 - Layoff and Reduction in Time.

**ARTICLE 29
LAYOFF & REDUCTION IN TIME**

A. General Provisions

1. The University shall determine when temporary or indefinite layoffs shall occur. If, in the University's judgment, a layoff is necessary, staffing levels will be reduced in accordance with this Article. The University shall determine the layoff unit(s) and which title code(s) on a particular campus will be subject to layoff.
2. No later than sixty (60) calendar days following ratification of the Agreement, the University will establish layoff units. The University shall provide notice to the UAPD regarding the layoff units established within fifteen (15) calendar days of the University's determination. The University will meet and discuss the layoff units established upon UAPD's request.
3. When the University determines that there is to be a change in a layoff unit(s) within the bargaining unit, it shall give the UAPD advance notice of at least sixty (60) days, if feasible. The University will meet and discuss the changes to the layoff unit(s) upon UAPD's request.

4. Layoffs may be temporary or indefinite and may occur because of budgetary reasons or lack of work due to reasons including, but not limited to, reorganization or programmatic change.
5. A layoff is an involuntary:
 - a. separation from employment;
 - b. transfer to a non-career position;
 - c. reduction in appointment rate of a non-probationary career employee; or
 - d. reassignment to a partial-year career position.
6. A temporary layoff is one for which the University specifies an affected doctor's date for return to work of not more than one-hundred twenty (120) calendar days after the effective date.
7. An indefinite layoff is one for which the affected doctor receives no date for return to work, or no date of restoration to her/his former appointment rate.
8. Upon request of the UAPD, the University will meet with the UAPD to discuss any transfers, unit closures or layoffs caused by reorganization or restructuring
9. The terms of this Article shall not apply to probationary or non-career employees.

B. Temporary Layoff

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

1. **Alternatives to Layoff** – When operationally feasible, the University shall avoid a temporary layoff, or ease its impact, by implementing the following alternatives:
 - a. calling off registry, locum tenens, per diem, and limited appointment doctors with the same scope of practice as affected doctors in the layoff unit;
 - b. temporarily reassigning the affected doctor(s) to an alternative and available assignment for which he or she is qualified within the bargaining unit, and
 - c. offering affected doctor(s) the opportunity to use accrued vacation time.
2. **Notice**

When the University identifies particular doctors to be affected by a temporary layoff, notice shall be provided to the doctor as follows:

- a. In writing and, if feasible, fifteen (15) calendar days in advance of the expected beginning and ending dates of the layoff to the affected doctor(s).
- b. If less than fifteen (15) calendar days notice is provided, the affected doctor(s) shall receive pay in lieu of notice for each additional day the doctor(s) would have been on pay status had the doctor(s) been given fifteen (15) calendar days notice. Pay in lieu of notice is provided for reductions in appointment rate only up to the doctor's pre-layoff appointment rate.
- c. If the ending date of the temporary layoff is revised and the total duration of the temporary layoff remains less than 120 (one-hundred twenty) calendar days, the University shall give the affected doctor such advance written notice as is practicable. The doctor shall make every reasonable attempt to return to work on the date provided in the revised written notice and will notify the University in advance if unable to do so. In such event, the University and the doctor shall attempt to establish a mutually agreeable return date and the doctor's request to postpone her/his return shall not be unreasonably denied. If, due to operational considerations, the University and the doctor cannot reach a mutually agreeable, alternate return date and the doctor does not return on the revised return-to-work date, the doctor will be considered to have resigned effective on the revised return-to-work date.

Notice of a revision in temporary layoff dates does not invoke the 'pay in lieu of notice' provisions of this Article.

- d. The University shall notify the Union within one (1) business day of the notification to the affected doctor(s) that they are to be laid off. Additionally, the University shall advise the union of the reason(s) for the temporary layoff.

3. Conversion of Temporary to Indefinite Layoff

- a. For conversion from temporary layoff to indefinite layoff, the University shall give 15 (fifteen) calendar days' notice, if feasible.
- b. In the event the University converts a temporary layoff to an indefinite layoff, the affected doctor shall be provided all rights under §C., Indefinite Layoff, beginning at the time of notification of conversion, except that for §C.3.a.1) and §C.3.a.2), below, the notice or pay in lieu of notice provided in the temporary layoff shall be deducted from the thirty (30) days notice or pay in lieu of notice required in those Sections.

C. Indefinite Layoff

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

1. **Alternatives to Layoff** – When operationally feasible, the University shall avoid an indefinite layoff, or ease its impact, by implementing the following alternatives:

- a. calling off registry, locum tenens, per diem, and limited appointment doctors with the same scope of practice as affected doctors in the layoff unit;
- b. offering affected doctor(s) an active vacant career position, if any, at the same appointment and salary rate, at the same campus, and within the bargaining unit, provided the doctor is qualified for the vacant position; and
- c. offering affected doctor(s) the opportunity to use accrued vacation time.

2. **Selection for Layoff**

- a. The University may retain doctors irrespective of seniority who possess special knowledge, skills, or abilities that are not possessed by other doctors in the same classification in the layoff unit and which are necessary to perform the ongoing functions of the student health and counseling center.

When the University determines that there is no substantial difference in the degree of special skills, knowledge or ability essential to the layoff unit, the order of indefinite layoff or reduction in time shall be inverse order of seniority.

- b. Seniority is determined by the doctor's most recent date of hire into a career position at the University, and including any conversion credit as provided in Article 4: Positions and Appointments. If two or more doctors have precisely equal seniority, the doctor with the lowest number formed by the last four digits of her/his CA medical license number will be considered the more senior.
- c. If a doctor with less seniority is to be retained, the University shall notify the UAPD in writing of the special knowledge, skill, or ability that supports the retention of the less senior doctor as soon as practicable, but not later than when the notice of the layoff to the more senior doctor goes out.
- d. A department may elect to invite all employees in the same scope of practice within a layoff unit to volunteer for layoff, irrespective of

seniority. In such case, the Union shall be notified and provided a copy of the invitation within one (1) business day of the invitation being sent out to employees. Where the University does not elect to invite employees to volunteer for layoff, individuals may still volunteer to be laid off, although the University has the sole, non-grievable discretion to accept or reject such offers from doctors volunteering to be laid off.

The doctor who has been designated for layoff in accordance with the paragraph immediately above shall be provided all rights under §§C.3. and C.4., below, beginning at the time of notification of indefinite layoff.

3. Notice

- a. When the University identifies particular doctors to be affected by an indefinite layoff, it shall give individual written notice of the effective date of the layoff to each affected doctor along with the doctor's seniority score as follows:
 - 1) Thirty (30) calendar days' advance notice, if feasible.
 - 2) If less than thirty (30) calendar days' notice is granted, the doctor shall receive pay in lieu of notice for each additional day the doctor would have been on pay status had the doctor been given thirty (30) calendar days' notice. Pay in lieu of notice is provided for involuntary reductions in appointment rate, only up to the doctor's pre-layoff appointment rate.
- b. The University shall notify the Union within one (1) business day of the notification to the affected doctor(s) that they are to be laid off. Additionally, the University shall advise the union of the reason(s) for the layoff and the affected layoff units.

4. Severance

Career doctors who have been laid off indefinitely will receive severance pay in accordance with following:

Doctors shall be paid a lump sum amount equal to one (1) workweek (40 hours), prorated based on appointment percentage, for each full year of service from the most recent break in service, if any, up to a maximum of sixteen (16) weeks of pay. Where the indefinite layoff is a reduction in time, the lump sum that is paid shall be proportional to the percentage of time reduced.

- a. When an employee is rehired to a career position before the conclusion of the number of weeks for which the employee has received severance payments, he or she will be required to pay back the remaining severance amounts as a precondition to employment. The repayment will be on a proportional basis if the rehired position is a different percentage and/or at a different salary than the appointment from which the doctor was laid off.

- b. Should, as a result of a grievance, arbitration, or settlement agreement related to the layoff, a doctor be returned to work, the severance received will be deducted from the back pay award, if any. A doctor cannot be returned to work without first repaying the severance or signing a severance repayment agreement. The doctor's failure to complete his/her severance repayment obligation shall not increase the University's back pay liability, if applicable.
- c. When a doctor receives severance pay, the Union will be notified of the employee's name and severance amount.

D. Continuity of Service on Reemployment

- 1. A temporary layoff of one hundred twenty (120) calendar days or less does not create a break in service.
- 2. Seniority accrues, and benefit accruals are accumulated, only when a doctor is on pay status.

E. Benefit Coverage

- 1. Group insurance regulations determine the effect on health benefits while a doctor is on indefinite or temporary layoff.
- 2. Retirement system regulations determine the effect on retirement benefits while a doctor is on indefinite or temporary layoff.
- 3. At the time of temporary or indefinite layoff, the University will provide the doctor with information about maintenance of his/her medical benefits in instances where maintenance is a possibility.

**ARTICLE 30
REASONABLE ACCOMMODATION**

A. General Provisions

- 1. The Union and the University agree that if any provision(s) of the California Fair Employment and Housing Act and/or the federal Americans with Disabilities Act afford any advantages or benefits to an employee that exceed the provisions of this Article, such provision(s) in the state and/or federal Acts shall control. The Union and the University further agree that inclusion of the Article in the Agreement shall not impose any limitation on an employee's right to seek legal redress in accord with the state and federal Acts cited above.
- 2. For purposes of this Article, "disability" is understood to include both physical and mental disabilities.
- 3. The University provides reasonable accommodation to otherwise qualified employees who are disabled, or become disabled, and need assistance to perform

the essential functions of their positions, as required by state law. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

4. Reasonable accommodations shall be provided in the following, non-exclusive scenarios:
 - a. When an employee with a disability needs an accommodation to enable him or her to perform the essential functions of the position.
 - b. When an employee with a disability needs an accommodation to enable him or her to gain access to his or her workstation; and
 - c. When an employee with a disability needs an accommodation to enjoy equal benefits and privileges of employment.

B. The Interactive Process

1. The interactive process is an ongoing dialogue between the employee and appropriate representatives of the University about possible options for reasonably accommodating the employee's disability. Options may include, but are not limited to: transfer of non-essential job functions to another employee, altering when and how essential functions are performed (restructuring the job), ergonomic adjustments, time off for medical appointments, modification of work tools or equipment, modification of existing facilities, modified work schedule, leaves of absence, reassignment (placement in a vacant position), assistive devices, and assistive animals.
2. An employee may start the interactive process by asking for an accommodation. A request may be made orally or in writing by the employee, or by someone who the employee has authorized to act on his or her behalf. Once the University is informed or becomes aware of the need for an accommodation, the University will coordinate the interactive process.
3. Both the University and the employee will participate in the interactive process in good faith, which includes engaging in timely communications and a willingness to exchange essential information. The employee may have his or her representative participate in this dialogue to facilitate the process, provided that applicable local requirements are met.
4. During the interactive process the University considers information in its possession, including information provided by the employee and/or his/her health care provider, related to: the essential functions of the job; the employee's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made.

5. The University will not implement an accommodation that would present an undue hardship for the University.
6. The University will engage in the interactive process and implement accommodations where reasonable and appropriate and in as short a time frame as reasonably possible. The parties recognize, however, that the time necessary to implement a reasonable accommodation will depend on the nature of the accommodation identified and whether the employee has provided sufficient supporting information.
7. Should an employee wish to receive an update as to the status of his/her request, he/she may contact the assigned University representative. The University representative will respond to the employee's request for updated information within seven (7) calendar days, if practicable.
8. If a reasonable accommodation is implemented, the employee and supervisor (and co-workers, where appropriate) will use best efforts to become familiar with any changes in their roles and responsibilities, so that the accommodation plan may be fully realized.
9. The interactive process is an ongoing obligation. Any changes in circumstances, whether in the employee's condition or in workplace factors, may warrant a re-evaluation of the reasonable accommodation. If a provided accommodation is not effective or becomes ineffective, the employee will advise the appropriate UC representative. Then, the University and the employee will continue to engage in the interactive process to identify possible alternatives, or additional accommodations.
10. If the University determines that there is not a reasonable accommodation that would enable the employee to perform the essential functions of his/her job, the University shall ascertain the availability of an alternative vacant position for which the employee is qualified and for which the employee can perform the essential functions, with or without reasonable accommodation. The local Disability Manager, Vocational Rehabilitation Counselor, or another appropriate University representative, will assist the disabled employee with his/her alternate job search.

C. Medical Documentation

The employee is responsible for providing reasonable medical documentation from a qualified and licensed healthcare provider that confirms the existence of the disability and assists in assessing the extent of the employee's functional limitations in order to facilitate the interactive process. The University may provide a form for the qualified and licensed healthcare provider to complete. The documentation may be subject to confirmation by a University-appointed licensed healthcare provider. When necessary, the University may require that a University-appointed licensed healthcare provider examine the employee and/or confirm the documentation provided by the employee. In

such a case, the University shall pay the costs of the University-appointed healthcare provider.

D. Non-Retaliation

No employee will be retaliated against because of a previous or pending request for reasonable accommodation, whether or not the accommodation was or will be provided.

E. Special Selection For Other Positions

An employee who becomes disabled and who has participated in the interactive process in good faith may be selected for an alternative position without the requirement that the position be publicized.

F. Denial of Reasonable Accommodation

If the University determines that it cannot reasonably accommodate an employee, it shall give the reason(s) for its decisions in writing to the employee within five (5) calendar days of denying the request.

**ARTICLE 31
MEDICAL SEPARATION**

A. General Conditions

1. A non-probationary career employee may be medically separated when the University has determined in accordance with Article 30 – Reasonable Accommodation, that the employee is unable to perform the essential assigned functions of her/his position due to a disability and no reasonable accommodation exists without causing undue hardship to the University. An employee who is medically separated is eligible for special reemployment procedures as set forth in Section E., below.
2. Except as provided in Section A.3., below, a medical separation shall be based on:
 - a. a written University statement describing the essential functions the employee is not able to perform satisfactorily; and
 - b. any pertinent information, including medical information provided by the employee's licensed health care practitioner and/or the University's physician, and/or work-related information provided by appropriate University officials; and

- c. the results of the interactive process, including reasons why the employee cannot be reasonably accommodated and, where applicable, the reasonable accommodations that were attempted and failed.
3. A medical separation may also be based on the employee's receipt of long-term disability payments from a retirement system to which the University contributes, such as UCRS or PERS, provided that the University has determined that no reasonable accommodation exists without causing undue hardship.
4. If a non-probationary career employee who is on an approved leave of absence related to a medical condition has a specific return to work date established by a health care practitioner licensed by the State in which s/he practices and such return to work date is within one-hundred eighty (180) days from the beginning of the original leave of absence, the employee shall not, during the period between the beginning of the original leave of absence and the return-to-work date (a maximum of one-hundred eighty (180) days), be medically separated. Additional leaves beyond one-hundred eighty (180) days may be granted consistent with Article 27 – Leaves of Absence, Section D.2.a.

B. Proof of Disability or Other Medical Condition

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 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 placing the notice in the U.S. mail, first class postage paid, 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:
 1. inform the employee of the action intended, the reason for the action and the effective date of the action; and
 2. provide any documentation upon which the University is relying, and
 3. inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent, in accordance with the instructions given by the University in the written notice provided to the employee.

An employee may request a reasonable amount of additional time to respond to the notice of intent to medically separate. Such requests shall not be unreasonably denied.

2. A copy of the notice of intent shall be provided to the UAPD. The University shall place a copy of the notice in the U.S. mail to the UAPD either the same day or the next business day after it provides the notice to the employee.

D. Notice of Action

1. After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. An effective date of separation shall be at least fifteen (15) calendar days from the date of issuance of the notice of intention to separate, pursuant to Section C., above, or following timely receipt of the employee's response (if any), whichever is later.
2. A copy of the notice of any action to be taken shall be provided to the UAPD. The University shall place a copy of the notice in the U.S. mail to the UAPD either the same day or the next business day after it provides the notice to the employee.

E. Reemployment

1. For a period of one (1) year following the date of a medical separation, a medically separated former non-probationary career employee may be selected for a position 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 either situation, the former employee must first notify the appropriate University representative that they are interested in being considered for reemployment opportunities under this provision. In order to be eligible for rehire under this Article, the medically separated employee must provide a medical certification from a qualified and licensed health care provider confirming that the former employee is released to return to work with or without reasonable accommodation.
2. If a non-probationary career employee separated under this Article is re-employed within one hundred eighty (180) calendar days, a break in service does not occur. If a non-probationary career employee is receiving disability payments from a retirement system to which the University contributes and is re-employed within three (3) years, a break in service does not occur.

ARTICLE 32 RESIGNATION / JOB ABANDONMENT

A. Resignation

1. Employees who voluntarily separate from employment with the University, other than retirement, are considered to have resigned their employment with the University.
2. Upon an employee's submission of a written notice of resignation there shall be no withdrawal or rescission of the resignation except by the written mutual agreement of the University and the employee.
3. In the event an employee provides an oral notice of resignation, s/he may rescind such notice by the end of the second business day following the oral notice. If such oral notice is not rescinded within the allowable timeframe, there shall be no withdrawal or rescission of her/his resignation except by the written mutual agreement of the University and the employee.

B. Job Abandonment

Failure to report to work as scheduled and not contacting the appropriate UC-department for five (5) consecutive business days may be treated by the University as an employee's job abandonment resulting in her/his resignation.

1. In the case of job abandonment, the University shall provide the employee and the Union with written notification of its intent to separate her/him. 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.
2. The employee shall have fourteen (14) calendar days from the mailing of such notice to respond to the University prior to her/his separation. The response may, at the option of the employee, be in writing or may be a meeting with a designated University official. The official must have the authority to effectively recommend reinstatement of the employee.
3. Following the employee's timely response, or if no response was provided within fourteen (14) calendar days, the decision of the designated University official shall be sent to the employee's last known mailing address.
4. Grievances under this Section are limited to allegations that an employee's conduct did not amount to a job abandonment as defined above, or that the University did not adhere to the timelines set forth in §B.1., above. An arbitrator who determines that job abandonment has occurred, as defined above, and that the University met its obligations under §B.1., above, shall have no authority to overturn or modify the University's final decision.

C. Final Paycheck

1. The final paycheck (including earnings to date and vacation hours) shall be paid to the employee no later than the next regular pay day in which the earnings for the dates worked would normally be paid. If the employee gives at least fifteen (15) calendar days' notice of his/her intention to resign, the final paycheck will be provided on the last day of work. Retirement compensation shall be provided pursuant to retirement plan regulations.
2. Upon the employee's request, the final paycheck may be mailed to an address designated by the employee. Otherwise, the final check will be paid to the employee through the employee's normal election: paper check or electronic deposit. If the date of pay falls on a Saturday, Sunday, or weekday holiday, actual payment may be on the next business day. Monday through Friday will be considered business days at all locations.

ARTICLE 33

CORRECTIVE ACTION, DISCIPLINE AND DISMISSAL

A. General Provisions

1. The University shall have the authority to discipline or to dismiss a non-probationary career employee for just cause.
2. **Corrective Action:** Action designed to improve conduct or performance and does not adversely impact the employee's rights, pay, or benefits.
 - a. The University may use an oral reprimand, counseling memorandum or training as corrective action.
 - b. A counseling memorandum shall be placed in the employee's personnel file.
 - c. Corrective actions are not subject to the grievance or arbitration procedures of this Agreement.
2. **Discipline:** A written warning, suspension without pay, or reduction in pay.
3. **Dismissal:** Termination of employment initiated by the University.
4. **Investigatory Leave:** The University may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of employee misconduct that warrant relieving the employee immediately from all work duties and removing the employee from the premises.
 - a. The investigatory leave must be confirmed in writing to the employee indicating the reason(s) for and the expected duration of the leave. The UAPD shall be provided with a copy of the notice within one (1) business day of the notice being given to the employee.

- b. The University may terminate or extend an investigatory leave and shall so notify the employee as soon as practicable under the circumstances.
- c. Investigatory leave is not corrective action or discipline. A decision to place an employee on an investigatory leave shall not be subject to the grievance or arbitration procedures of this agreement.

B. Notice

1. Except as provided in Section B.4., below, written notice of intent to suspend, decrease salary, or dismiss shall be given to the employee, either by delivery of the notice to the employee in person or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the employee at the employee's last known address. It shall be the responsibility of the employee to inform the University in writing of any change in their address. The notice of intent shall be accompanied by Proof of Service, indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent.
2. The notice of intent shall:
 - a. inform the employee of the disciplinary action intended, the reason(s) for the disciplinary action, and the intended effective date of the disciplinary action;
 - b. include a copy of the charge(s) and material(s) upon which the disciplinary action is based;
 - c. inform the employee that he or she has the right to respond either orally or in writing within 10 (ten) business days from the date of issuance of the notice of intent; and
 - d. identify the University official to whom the employee's response, if any, should be directed, in accordance with Section C., below.
3. A copy of the notice of intent shall be sent to UAPD.
4. When the duration of a suspension would be five (5) work days or less, the employee shall, prior to implementation of such suspension, be informed in writing of the action to be taken, the reason(s) for the disciplinary action, and the effective date(s) of the suspension.

C. Employee Response

The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. The response must be received within 10 (ten) business days from the date of issuance of the notice of intent in accordance with instructions given by the University in the written notice of intent sent to the employee. A request for an extension of the 10 (ten) business days shall not be unreasonably denied. If the employee chooses to respond orally, the employee may have Union representative present, provided the

representative is not a University employee who has been designated as supervisory, managerial, or confidential.

D. Management Actions

1. After review of the employee's timely response, if any, the University shall notify the employee of the action to be taken and the effective date of the action. The action may not include discipline more severe than that described in the notice of intent; however, the University may reduce the discipline without the issuance of a further notice of intent.
2. The effective date of the action shall follow the employee's timely response if received by the 10 (ten) day response deadline. If no response is received by the tenth (10th) business day following the issuance of the notice of intent, the action may be implemented on the eleventh (11th) business day.

E. Grievance and Arbitration

1. A non-probationary career employee who alleges that discipline and/or dismissal is not based on just cause may appeal such employment action pursuant to the provisions of Article 34 – Grievance Procedure and Article 35 – Arbitration Procedure.
2. The University shall have the sole non-grievable discretion to determine the credentialing and privileging status of its employees, using procedures that meet or exceed the peer review and governance standards set forth by the applicable accreditation authority, currently the Accreditation Association for Ambulatory Health Care. A doctor subject to a peer review proceeding that may result in restriction, suspension, or revocation of clinical privileges shall be provided notice and an opportunity to be heard in connection with the proceeding; and the doctor may appeal any such restriction, suspension, or revocation to the student health center's governing body.

**ARTICLE 34
GRIEVANCE PROCEDURE**

A. General Conditions

1. A grievance is a claim by an individual employee, a group of employees, or the UAPD that the University has violated, misapplied, or misinterpreted a specific provision(s) of this Agreement.
2. **UAPD Grievances** – The UAPD shall have the right to file grievances pursuant to this Article on behalf of an individual employee, a group of employees, or on behalf of itself. It shall be the Union's responsibility to inform an employee that it is filing a grievance.
3. **Consolidation** – Grievances of two or more doctors as well as multiple grievances by or related to the same doctor, which concern the same incident,

issue or course of conduct, may be consolidated for the purposes of this procedure provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. Consolidated grievances may be severed. Consolidation or severance of grievances shall only occur with the written agreement of the employee and the University in those cases where the employee is self-represented, or with the written agreement between the employee's representative and the University when the employee(s) has/have chosen a representative.

4. **Group Grievance** – A group grievance is defined as a grievance that covers more than one employee, and that involves like circumstances and facts.
 - a. A group grievance must be identified as such on the grievance form at Step 1 of the procedure.
 - b. To the extent known at the time of filing the Group Grievance, all individual grievants will be identified on the form.
 - c. If an employee wishes to withdraw from a group grievance represented by the UAPD, the employee shall notify the UAPD. The UAPD shall in turn notify the University in writing if the employee is to be withdrawn.
5. **Offers of Settlement** – Settlement offers made at any step of the grievance procedure shall not be introduced as evidence in subsequent steps, nor shall they have the effect of extending any timelines contained in this Article.
6. The University shall not agree to settle a formal grievance with an employee grievant(s) without the UAPD being party to the Settlement Agreement.
7. **No Reprisal** – No employee shall be subject to reprisal for using or participating in the grievance procedure.
8. The University shall not have the right to use the grievance procedure.
9. A resolution of the grievance at any step of the procedure, although final, shall not be precedent setting.
10. **Filing**
 - a. All grievances must be filed at the campus Labor Relations office where the alleged violation occurred, using the official grievance form found in Appendix 2.
 - b. An initial filing and subsequent appeals within the grievance procedure may be made in the following ways:

- 1) **Hand Delivery:** When hand-delivered, the date of receipt will be used to determine the date of the initial filing and subsequent appeals.
 - 2) **United States Mail:** When mailed, the initial filing and subsequent appeals must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the date of the initial filing and subsequent appeals.
 - 3) **Email:** Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the provisions of the Agreement. The date of filing for an emailed grievance and subsequent appeals shall be the date received on the University server, provided that the initial filing or appeal is received during business hours. If an initial filing or appeal is received outside of normal business hours, the following business day will be deemed the filing date.
- c. The grievance form must be signed and dated by the employee(s) or the employee's representative. Union grievances must be signed by a UAPD staff representative.
 - d. Only one (1) subject matter shall be covered in any one (1) grievance.
 - e. A formal grievance must identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated, misapplied, or misinterpreted; describe the action(s) or omission(s) alleged to have violated the Agreement; identify the date(s) of the action(s) or approximate date(s) when the date is unknown or unclear; list the affected individual(s) known at the time of filing; and specify the remedy requested.
 - f. No remedy shall exceed restoring to the grievant the pay, benefits or rights lost as a result of the violation of the Agreement, including any Step increase(s) and/or salary increase(s) the employee(s) would have received if not for the violation, less any income earned from any other source that the grievant(s) did not have at the time of the violation, including, but not limited to, Workers' Compensation, Unemployment Insurance Benefits, or any other employment.

11. Time Limits

- a. The time limits specified in this Article may be extended by written agreement between the University and the employee, the UAPD, or the employee's representative, in advance of the expiration of the time limits.
- b. Deadlines that fall on a day that is not a University business day will automatically be extended to the next business day.

- c. If a grievance is not appealed to the next step of the procedure within the applicable time limit, and an extension has not been agreed to in advance, the grievance will be deemed waived and will be ineligible for further appeal.
 - d. If the University does not issue a response within the time limit specified for a given step, and an extension has not been agreed to in advance, or the grievance is not resolved to the satisfaction of the grievant, the grievant shall have the right to advance the grievance to the next step in the procedure.
12. **Waiver** – Any grievance which is not received in accordance with the procedures set forth in §§A.10. and A.11., above, is waived by the grievant and the UAPD.

B. Employee Representation Rights

An employee shall have the right to be represented at all steps of the grievance procedure by a UAPD steward and/or staff representative, or one (1) person of the employee's choice other than: a University employee who has been designated as supervisory, managerial, or confidential; or a paid staff member of another employee organization. If a paid staff member of another employee organization has been chosen, it shall be UAPD's responsibility to notify the University. In the event more than one (1) representative attends a meeting in the grievance procedure, only one (1) person may be the spokesperson.

C. Sexual Harassment Complaint Resolution Procedure

- 1. Consistent with the University of California's Sexual Harassment and Sexual Violence Policy (the *Policy*), a doctor who believes he or she has been subjected to sexual harassment or sexual violence may file a grievance pursuant to this Article. Such complaint or grievance may be filed either instead of or in addition to making a report of sexual harassment to the Title IX Officer (Sexual Harassment Officer) or other appropriate official designated to review and investigate sexual harassment and sexual violence complaints under the *Policy*. A complaint or grievance alleging sexual harassment or sexual violence must meet all the requirements under this Article, including time limits for filing.
- 2. If a grievance alleging sexual harassment or sexual violence is filed in addition to a report made to the Title IX Officer (Sexual Harassment Officer) or other appropriate official designated to review and investigate sexual harassment complaints under the *Policy*, the grievance shall be held in abeyance pending the outcome of the Early Resolution or Formal Investigation procedures. If the individual wishes to proceed with the complaint or grievance, the Early Resolution or Formal Investigation shall constitute Step 1 of the grievance procedure in this Article.

3. With this sole exception, the procedures described in this Article and in Article 35 – Arbitration Procedure of this Agreement shall be the only and exclusive means of resolving grievances submitted by employees in the bargaining unit.

D. Informal Review

1. Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to informally resolve the grievance with the immediate supervisor.
2. If the grievance is not resolved to the satisfaction of the grievant at the informal level, the grievance may be reduced to writing and advanced to Step 1. Attempts at informal resolution do not extend the time limit for filing a grievance at Step 1, unless otherwise agreed to in advance and in writing.

E. Step 1

1. A formal grievance shall be filed in accordance with the procedures specified in §A.10., above, within thirty (30) calendar days after the date on which the employee or the UAPD knew, or reasonably should have known, of the action(s) or omission(s) which gave rise to the grievance.
2. Department Review – The designated University official will forward the formal grievance to the appropriate department for review.
3. The department will issue its written response, along with the original grievance form with relevant sections completed, to the employee and the employee's representative, if any, within fifteen (15) calendar days after the formal grievance is filed.

A copy of the Step 1 response shall be sent to the UAPD staff representative if the employee is either self-represented or using a representative other than UAPD.

F. Step 2

1. If the grievance is not resolved to the satisfaction of the grievant or UAPD, the employee or UAPD may proceed to Step 2 by filing, with the local labor relations office, a written appeal along with the original grievance form with relevant sections completed, within fifteen (15) calendar days of the date on which the written response to Step 1 was issued or, if no written response was issued, within fifteen (15) calendar days of the date the University's response was due.
2. Unless otherwise agreed, the parties shall schedule a Step 2 meeting within fifteen (15) calendar days following receipt of the appeal to Step 2 to attempt to resolve the grievance. During the Step 2 meeting, the employee and the employee's representative, if any, shall present the known facts, issues and allegations relevant to the grievance.

3. Within fifteen (15) calendar days following the Step 2 meeting, or within fifteen (15) calendar days following receipt of the appeal to Step 2 if no Step 2 meeting is held, the University shall issue a written response.

A copy of the Step 2 response shall be sent to the local UAPD staff representative if the employee is either self-represented or using a representative other than UAPD.

4. Grievances alleging a dismissal or suspension in violation of Article 33 – Corrective Action, Discipline and Discharge that are not resolved to the satisfaction of the grievant at Step 2, may be appealed directly to arbitration in accordance with Article 35 – Arbitration Procedure.

G. Step 3

1. If the grievance is not resolved to the satisfaction of the grievant or UAPD, the employee or UAPD may proceed to Step 3 by filing, with the Director of Labor Relations in the Office of the President, a written appeal along with the original grievance form with relevant sections completed, within fifteen (15) calendar days of the date on which the written response to Step 2 was issued or, if no written response was issued, within fifteen (15) calendar days of the date the University's response was due.
2. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
3. The UCOP Director or her/his designee shall issue the University's Step 3 response within thirty (30) calendar days of the receipt of the appeal.
 - a. Proof of Service shall accompany the written Step 3 decision.
 - b. A copy of the Step 3 response shall be sent to UAPD's Oakland headquarters if the employee is either self-represented or using a representative other than UAPD.
 - c. Time limits for appealing a Step 3 response are found in Article 35 – Arbitration Procedure.
4. If the University's Step 3 response is not properly appealed to arbitration as provided in Article 35 – Arbitration Procedure, the grievance shall be considered settled on the basis of the Step 3 response and shall not be eligible for further appeal. Pursuant to the provisions of Article 35 – Arbitration Procedure, only the UAPD shall have the right to submit a grievance to arbitration.

H. Retroactivity

Where it is determined that the remedy or settlement of a grievance shall be applied retroactively, the maximum period of retroactivity shall not in any case be more than thirty (30) calendar days prior to the filing of the written grievance at Step 1, except for cases involving the correction of mathematical calculation, recording or accounting errors

relating to the payment of wages (such as vacation and sick leave accruals and the employee's share of payroll deductions), where the maximum period of retroactivity shall not be more than three (3) years prior to the filing of the written grievance at Step 1. Disputes concerning UCRP service credit are subject to plan rules and regulations and are not subject to the grievance and arbitration procedures of this Agreement.

I. Grievants Who Have Resigned

Grievants who voluntarily resign or retire their employment with the University shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual, union, or group grievance.

However, if a group or union grievance is related to compensation, such resigned or retired grievant will remain a party to the grievance.

J. Grievance File

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

**ARTICLE 35
ARBITRATION PROCEDURE**

A. General Conditions

1. Only UAPD may file an appeal to arbitration after the timely exhaustion of Article 34 – Grievance Procedure. The appeal to arbitration must be filed with the Director of Labor Relations, Office of the President, with Proof of Service and must be signed by the UAPD Executive Director or his/her designee.
2. For purposes of this Article, time limits are calculated in calendar days, and any deadline falling on a day that is not a University business day shall automatically be extended to the next business day.
3. Time limits set forth in this Article may be extended by written agreement of the parties in advance of the expiration of the time limit.
4. The Union's failure to meet any time limit or extension to a time limit will render the appeal to arbitration ineligible for further processing and the University's last answer will be considered final.
5. If the appeal to arbitration is withdrawn or an arbitration hearing otherwise does not take place, the University's last answer will be considered final, except where a settlement agreement between the parties has been reached.
6. The decision of the arbitrator on any issue properly before her/him shall be final and binding.

7. An appeal to arbitration shall not prohibit efforts by the University and the UAPD to resolve the grievance during the time the appeal is pending and until such time that an arbitrator has rendered her/his final decision.
8. UAPD shall have full and exclusive authority to settle, withdraw or otherwise dispose of any grievance appealed to arbitration on behalf of the Union and/or employees. A settled, withdrawn, or otherwise disposed grievance appeal to arbitration shall be binding upon the grievant(s).
9. Where two (2) or more grievances are appealed to arbitration, such grievances by or related to the same employee(s), or grievances which relate to the same incident, issue, or course of action, may be consolidated by agreement of the parties.
10. In all cases appealed to arbitration pursuant to the terms of this Article, the UAPD has the burden of initiating the procedure's steps.

B. Filing

An appeal to arbitration may be filed in the following ways:

1. Hand Delivery: When hand-delivered, the date of receipt will be used to determine the date of filing.
2. United States Mail: When mailed, the appeal must arrive in an envelope with a U.S. Postal Service postmark. The U.S. Postal Service postmark will be used to determine the date of filing for mailed appeals.
3. Email to: AppealAGrievance@ucop.edu.
 - a. Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the provisions of this Agreement.
 - b. When emailed, the date of filing for an appeal shall be the date received on the University server, provided that the appeal is received during business hours. If an emailed appeal is received outside of normal business hours, the filing date shall be the following business day.
 - c. The University shall acknowledge receipt of the Union's appeal through a computer-generated, automatic email response.

C. Time Limits – UAPD Appeals

1. Initial Filing: The appeal to arbitration must be filed with the Office of the President within thirty (30) calendar days of the mailing of the Office of the President's Step 3 written response to UAPD, or thirty (30) calendar days from the date the Office of the President's response would have been due, whichever occurs earlier. In the appeal, UAPD must set forth the issues and remedies remaining unresolved.

2. University Acknowledgement of Receipt: Within twenty (20) calendar days of the postmark or, in the case of hand delivery and emailed submissions, the date of receipt of the Union's appeal to arbitration, the Office of the President shall mail to the Union an acknowledgement of the Union's appeal to arbitration, specifying the location responsible for further handling of the arbitration. Proof of Service shall accompany such acknowledgement.
3. Scheduling of the Hearing Date
 - a. Within forty-five (45) days from the date the grievance was originally appealed to arbitration, UAPD shall initiate contact with the University to select an arbitrator in accordance with §D., below.
 - b. The scheduling of the arbitration hearing date must be accomplished no later than ninety (90) calendar days from the date the grievance was originally appealed to arbitration. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator.
 - c. The parties may extend the ninety (90) calendar day limit for scheduling the arbitration by mutual written agreement in advance of the expiration of the time limit.
 - d. Failure to schedule the arbitration within ninety (90) calendar days will render the grievance ineligible for arbitration and the last preceding University written answer shall become final, unless it has been the arbitrator who is unable to schedule the date within the ninety (90) day period.

D. Panel of Arbitrators

1. UAPD and the University shall select an arbitrator from the lists below. The Northern list of arbitrators shall be used for arbitrations arising at the Davis, Berkeley, San Francisco, Santa Cruz and Merced locations unless the parties agree to use an arbitrator from the Southern panel. The Southern list of arbitrators shall be used for arbitrations arising at the Santa Barbara, Los Angeles, Irvine, Riverside and San Diego locations, unless the parties agree to use an arbitrator from the Northern panel. Each panel shall consist of eight (8) active arbitrators.
 - a. North List-
 - John Kagel
 - Paul Roose
 - Barry Winograd
 - Alexander Cohn
 - Norman Brand
 - Joe Henderson
 - Katherine Thompson

William Riker

b. South List-

Fred Horowitz
Edna Francis
Christopher Cameron
Ken Perea
Lou Zigman
Mei Liang Bickner
Terri Tucker
Mark Burstein

Unless the parties mutually agree on an arbitrator, the parties shall alternately strike one (1) name each from the above appropriate list, the first strike being determined by a flip of a coin, and the last name remaining shall be the selected arbitrator.

2. The procedure for replacing an arbitrator shall be as follows:
 - a. In replacing an arbitrator who has resigned, retired, or deceased, the party who originally appointed that arbitrator shall appoint his/her replacement. The parties shall notify each other of any such panel appointment within five (5) days of confirmation of the new arbitrator's agreement to serve on the panel.
 - b. The parties are not precluded from including an arbitrator on both the north and south lists.

E. Scope of Arbitration

1. The arbitration proceeding shall provide an opportunity for UAPD and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. The parties shall not seek to introduce new issues and allegations at the arbitration hearing which were not introduced by Step 3 of the grievance procedure.
2. When practicable, the University shall inform UAPD in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in §E.3., below. In the event an arbitrator, as a result of the arbitrability hearing referenced above determines a matter to be arbitrable, s/he shall have no authority to decide the issues pursuant to the facts of the case unless the parties agree otherwise. A second arbitrator will be selected to decide the merits of the case using the selection process described in §D., above. Nothing in this Section

shall prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case.

3. If, following the selection of the arbitrator, the University raises for the first time issue(s) of arbitrability, a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to not be arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.
4. Where the issue of arbitrability and substantive facts are to be heard in a single hearing pursuant to §E.3., above, if UAPD requests a postponement of the scheduled arbitration hearing following the University's raising issue(s) of arbitrability, the hearings on arbitrability and facts, if any, shall become separate, and the provisions of §E.2., above shall apply.

F. Arbitration Proceeding

1. Settlement discussions, including but not limited to, settlement offers made anytime during the grievance and/or arbitration procedures shall not be introduced as evidence in arbitration.
2. With the exception of those cases in which the issue is that of actions taken by the University pursuant to Article 33 – Corrective Action, Discipline and Dismissal, the UAPD shall have the burden of proof. The burden of proof in cases in which the issue is that of actions taken by the University pursuant to Article 33 – Corrective Action, Discipline and Dismissal, shall be the University's.
3. Prior to arbitration, UAPD and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. To the extent possible, the names of all witnesses who are to be called shall be identified by the parties at least seven (7) calendar days prior to the hearing.
4. The arbitration hearing shall be closed to anyone other than the hearing participants, unless the parties otherwise agree in writing. Participants include designated representatives, the grievant(s), and other witnesses, who shall each be sequestered if providing testimony, with the exception of the grievant(s), unless otherwise agreed to by the parties.
5. Either party may file a written brief with the arbitrator. The order and time limits of briefing shall, on a case-by-case basis, be as agreed upon by the parties or as specified by the arbitrator. Briefing time limits shall be extended by the Arbitrator upon the agreement of both parties.

G. Authority of the Arbitrator

1. The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the reasonable request of either party, but not upon

his/her own motion. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses.

2. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's authority shall be limited to determining whether the University has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which would, in effect, grant the UAPD or the employee(s) any terms which were not obtained in the negotiation process.

H. Arbitration Remedies

1. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee(s) the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation from any source that the grievant(s) did not have at the time of the violation, including, but not limited to, Workers' Compensation, Unemployment Insurance benefits, or other employment.
2. Remedies involving monetary payment and/or credit shall be limited in their calculation to the utilization of the employee's actual and appropriate wage or benefit amount at the time of the violation, plus any Step increases and/or salary increases the employee(s) would have received if not for the violation, and shall not include the awarding of interest or any other payment/credit unrelated to a University benefit amount or the employee's wages.
3. No remedy by an arbitrator shall in any case be made retroactive for:
 - a. Any period of time during which an extension of time limits has been granted at the request of UAPD;
 - b. Any period of time between the date a hearing was originally scheduled to be held, and due to a request from the UAPD to postpone or change the scheduled hearing, the rescheduled date of the hearing; or anytime the grievant was on strike; and
 - c. Any period of time greater than thirty (30) calendar days prior to the date of filing of Step 1 under Article 34 - Grievance Procedure, except for mathematical calculation, recording, or accounting errors relating to the payment of wages (such as vacation and sick leave accruals and the employee's share of payroll deductions). For grievances involving the correction of mathematical calculation, recording or accounting errors relating to the payment of wages (such as vacation and sick leave accruals and the employee's share of payroll deductions), an award of the arbitrator shall not in any case be made retroactive to a date earlier than three (3) years prior to the initiation of the written grievance in Step 1 of the Grievance Procedure. Disputes concerning UCRP service credit are

subject to plan rules and regulations and are not subject to the grievance and arbitration procedures of this Agreement.

4. Upon the motion of either party, an arbitrator may retain jurisdiction in cases involving an award of retroactive monetary payment and/or credit.

I. Pay Status

1. **For the Grievant(s):** Upon advance request, which shall be within seven (7) days of a hearing date's confirmation, the grievant(s) shall be provided leave to attend arbitration hearing(s) and related settlement meeting(s) convened by the University, provided such hearings and meetings occur during the grievant's regularly scheduled hours of work. Such leave shall be without loss of compensation. Time spent in arbitration hearings and related settlement meetings convened by the University outside of an employee's regularly scheduled hours is without pay.
2. **For the Grievant(s)'s DX-Unit-Employee-Representative:** Upon advance request, which shall be within fourteen (14) days of a hearing date's confirmation, one (1) DX-Unit-Employee-Representative shall be provided leave to represent the grievant in such hearings and meetings that occur during the employee-representative's regularly scheduled hours of work. Such leave shall be without loss of compensation. Time spent in arbitration hearings and related settlement meetings convened by the University outside of an employee's regularly scheduled hours is without pay. If the DX-Unit-Employee-Representative is from the same Student Health Center or Counseling Center as the Grievant(s), operational needs shall be considered before the designated DX-Unit-Employee-Representative is provided leave without loss of compensation.
3. **For Witnesses:** Upon advance request, which shall be at least forty-five (45) days prior to the scheduled hearing date, Unit members who are called by the parties to testify shall be granted leave for the period of time required to testify. Such leave shall be without loss of compensation. Time spent in arbitration hearings outside of an employee's regularly scheduled hours is without pay. If more than one (1) witness is called from the same Student Health Center or Counseling Center, operational needs shall be considered in the scheduling of the leave.
4. Where advance notice is not provided in accordance with §§ I.1 through I.3., above, leave without loss of compensation shall be provided if operational needs permit.

J. Cost of Arbitration

1. The arbitrator's fees shall be borne equally by the parties. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator.

2. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

K. Expedited Arbitration

The parties may agree to use an expedited form of arbitration, to be agreed to by the parties and the arbitrator.

**ARTICLE 36
UAPD RIGHTS**

A. General Provisions

The parties recognize that it is in UAPD's interest to be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting Union meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing represented doctors of Union activities. The parties agree to this Article in the interest of facilitating these purposes. The University reserves the right to enforce reasonable access rules and regulations as promulgated at each campus.

B. UAPD Representative Access

1. In accordance with local access rules, designated UAPD staff representatives who are not University employees may visit the student health and counseling center at reasonable times and upon notice to discuss matters pertaining to this Agreement with bargaining unit members or the University.
2. The Union will furnish the University with a written list of all designated UAPD representatives, and UAPD stewards who must be bargaining unit members. The UAPD shall provide updates to the list as changes to the original occur.
3. Such internal UAPD business as membership recruitment, campaigning for UAPD office, distribution of literature, and all other UAPD activities shall not take place during work time.
4. Within forty-five (45) days following ratification of the Agreement, UAPD representatives shall meet with campus representatives and be given a student health and counseling center orientation that shall review access areas, general safety and health requirements, and procedures for the scheduling and use of certain rooms. Attendance at the orientation shall be a prerequisite to access.

C. UAPD Stewards

1. The University shall recognize designated UAPD stewards who are members of the bargaining unit. The function of the UAPD stewards shall be to inform doctors of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances. UAPD stewards also participate in the activities listed in §B.3, above.
2. UAPD may designate one (1) steward from each campus.
3. Union business shall not be conducted during work time and shall not adversely affect campus programs or operations.

D. Paid Release Time for Stewards

1. Designated stewards are eligible to receive three (3) hours per month paid release time in accordance with the provisions of this Article. The University shall not deduct hours from the time provided for time spent in meetings initiated by management officials, or time participating in an arbitration hearing. The University need not provide release time to any doctor whom UAPD has not formally designated as a steward prior to the request for release time.
2. The use of paid release time shall be for grievance-related activity such as:
 - a. The initial filing of a grievance and/or the retrieval of University documents provided pursuant to a written request for information related to a grievance;
 - b. One on one meetings with a doctor concerning a potential grievance based on an alleged violation of this Agreement;
 - c. Meetings with the University representative concerning grievances or potential grievances;
3. When such time is used for the on-site grievance-related activities of witness interviewing and/or document collection, the UAPD steward shall not interfere with the work activities of the witness(es) or possessor(s) of the documents, or the normal operations of the health center.
4. The release time provided is not to be used for grievance-related activity such as research, or writing or preparation of briefs or other such statements of position or argument.

E. Requesting and Providing Paid Release Time

1. A request for release time under §D of this Article will be made to the UAPD steward's immediate supervisor as soon as practicable. Such approval shall be granted based on operational needs and shall not be unreasonably denied.
2. At its sole discretion, the University may authorize use of release time for more than the time limits provided in this Article. The exercise of this discretion and/or the enforcement by the University of the maximum time shall under no circumstances establish a precedent for the UAPD steward or student health and counseling center involved. Furthermore, the allowance of greater than the maximum time in a month for a UAPD steward shall not have any effect or bearing on the University's ability to enforce the maximum on any other UAPD steward.
3. Should a question of possible abuse of these release time provisions arise, the University will so notify UAPD, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.

F. Patient Care Areas

1. In accordance with §H.1., below, UAPD representatives shall have access to patient care areas only as necessary for travel to and from business in those places set forth in Appendix 3: *Designated Meeting Rooms*. UAPD representatives shall not contact doctors in, linger in, or use patient care areas for the purpose of conducting Union business.
2. The non-exclusive list of "patient care areas" includes:
 - a. Chart rooms and rooms that function as or are in the nature of chart rooms;
 - b. Examination rooms, clinics, and other treatment and patient care areas;
 - c. Nursing stations;
 - d. Patient and/or visitor lounges including patient conference rooms and sitting rooms;
 - e. Libraries or study areas located within patient care areas; and
 - f. Non-public corridors connecting patient care areas.

- G.** The University retains the right to enforce access rules and regulations in accordance with local campus procedures, including reasonable sanctions for access violations. Any sanction imposed shall be reasonable and consistent with the law and local procedures/policies.

H. Meeting Rooms and Bulletin Boards

1. Subject to availability, the University shall provide UAPD use of general-purpose meeting rooms and those rooms set forth in Appendix 3: *Designated Meeting Rooms* when advance arrangements are made and carried out according to the locally established practice for employee organizations, local access rules and local procedures. Such rooms may be reserved by the designated UAPD representative or steward.
2. Management will not unreasonably deny prearranged use of such meeting rooms. Room reservations shall not be cancelled by Management except where unforeseen circumstances require the room to be used for teaching, patient care-related purposes, or staff conferences. If a reserved room is cancelled, Management will strive to provide a comparable alternative. If such a cancellation occurs within one (1) business day of the scheduled reservation, Management will post a notice advising of the cancellation and new room location, if a comparable alternative was secured. Such notice shall be prominently displayed outside of the originally reserved meeting room.
3. The Union shall have access to designated general-purpose bulletin boards subject to campus custom, usage, and practice, in addition to those bulletin boards set forth in Appendix 4: *Designated Bulletin Boards* in accordance with local access rules and procedures. The UAPD representative or steward responsible for a posting must date and initial any materials posted and must provide a copy of all materials posted to the appropriate University representative at the location at the time of posting. At those locations where the University is responsible for posting material on bulletin boards, the University will post copies of the UAPD-provided material within one (1) business day.

I. Mail Delivery

United States mail that is received by the University bearing a represented employee name and accurate address will be distributed to the employee in the normal manner. In student health and counseling centers where employee mailboxes exist, the Union shall have reasonable use of them. In student health and counseling centers where individual mailboxes are in a restricted work area, UAPD may make arrangements with the responsible Management official in the restricted work area to have the UAPD mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute UAPD mail to employees by the normal method.

J. Telephone

UAPD stewards may use University telephones for the purpose of conducting union business which is specifically authorized by Article 34 – Grievance Procedure. Employees are responsible for paying any costs associated with such telephone usage in accordance with the departmental procedures in effect at the time. The frequency and duration of permitted phone calls shall not be such as to interfere with or disrupt the doctor's completion of work, nor impair the efficiency of the operation in the student

health and counseling centers. The University may audit employee representatives' use of the telephone system to the same extent as it may audit other employees' use of such equipment.

K. Employee Lists

On a monthly basis, the University shall post an electronic list in editable format via File Transfer Protocol (FTP) of all employees in the bargaining unit. This list will include the name, employee ID number, title, title code, date of hire, annualized pay rate, percentage appointment, appointment type, campus mailing address, and an indicator as to whether the employee is paying UAPD dues or the fair share/agency fee through the University payroll system. The list will also include the home address and telephone number of bargaining unit members unless the employee has specifically requested that the home information not be released. The University will also provide UAPD a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit.

L. Access to Employee Home Address and Telephone Numbers

1. Effective one (1) month following ratification of this Agreement, the University will amend all new hire employment forms, where necessary, so as to be in accord with the following:
 - a. The employee must affirmatively check the box indicating that s/he does not wish to have his/her address and phone number disclosed;
 - b. There shall be a clear statement indicating that information disclosed will be provided to the UAPD, the Union representing doctors at student health and counseling centers.
2. Employee work and home addresses and telephone numbers shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the confidentiality of all information provided under this Article.
3. An employee who previously elected to disclose his/her home address may change his/her election by informing the campus' labor relations office in writing. Within forty-five days of receiving the employee's request, the employee's home address and telephone number shall be withheld from the Union.
4. Upon written request by the Union, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which UAPD can correspond with said individuals. The mailing service shall keep confidential the home address of the employees who have requested that the home information not be released. UAPD will bear all costs associated with this service.

5. UAPD agrees to defend, indemnify and hold harmless the University of California (including its subdivisions and employees) from any claim, suit or liability of any nature arising from (a) a challenge to this §L; or (b) any action of the Union taken pursuant to, or in violation of, this §L. The Regents will give the Union prompt written notice of any claim, suit, or liability which it contends is subject to this provision.
6. In the event legislation is passed regarding access to employee home addresses and telephone numbers, and such legislation is applicable to the University of California, all provisions in §L. of this Article will become null and void.

ARTICLE 37

PUBLICATION OF THE MEMORANDUM OF UNDERSTANDING

1. The University shall prepare a draft final version of this Agreement that shall be provided to the Union in an editable electronic format within fourteen (14) calendar days following ratification. Following receipt of the draft final version from the University, the Union and the University shall jointly determine a timeline for finalizing any changes. The parties shall use best efforts to finalize the Agreement within thirty (30) days of ratification.
2. Within seven (7) calendar days of finalizing the Agreement, such final version shall be posted on the University's website.

ARTICLE 38

PAYROLL DEDUCTIONS

A. General Conditions

1. Pursuant to the provisions of HEERA, all doctors covered by the terms of this Agreement shall, as a condition of continued employment, either become a member of UAPD or pay a fair share service fee to the Union.
2. UAPD shall certify to the University in writing the monthly dues required for union membership; the fair share fee amount; and the amount of any initiation fees. The amount of the fair share fee shall not exceed the monthly dues that are payable by members of the UAPD. In accordance with the provisions outlined below, the University shall deduct from the pay of represented employees and remit to the Union the amount in membership dues and fair share fees UAPD has certified in writing.
3. The Union may change the certified dues/fair share fee once per calendar year. Any annual changes in the amounts to be deducted for UAPD dues or fair share fees shall be certified to the University, in writing, at least forty-five (45) calendar days prior to the effective date of such change. Where accomplishing changes in the dues or fair share fee amounts results in associated costs (machine,

programming, etc.), such costs shall be paid by the Union at the same rates that apply to other employee organizations, as described in the University Accounting Manual. The University shall provide the Union with estimated costs and estimated time of completion. The Union shall pay the agreed-upon costs before the University makes the changes.

4. Deduction and remittance of membership dues and fair share fees shall be monthly, or where applicable, more frequently, in accordance with University payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.
5. The payment of fair share fees and union dues through payroll deduction will continue even if the collective bargaining agreement expires.

B. Deduction of Union Dues

1. Within forty-five (45) days of receiving the signed authorization form from an employee covered by this Agreement, the University will deduct from the employee's pay the certified monthly amount in membership dues.

2. Deduction Authorization Form

The employee's authorization shall be provided using the form titled Membership Application and Payroll Deduction Authorization, found in Appendix 1.

- a. The deduction authorization form shall be submitted to the designated campus office by any one of the following means:
 1. Hand Delivered;
 2. U.S. Postal Service;
 3. Email (where available) in Portable Document Format (PDF); or
 4. Facsimile (where available).
- b. UC shall send any original forms in its possession to the UAPD. UAPD will retain the original copies of deduction authorization forms.

3. Withdrawal from Union Membership

- a. Bargaining unit doctors who are members of the Union on or after the effective date of this Agreement who wish to withdraw from Union membership may do so by filing a signed and dated written notice with the University within thirty (30) days prior to the expiration date of the Agreement. Union dues deductions shall be cancelled within 45 (forty-five) calendar days of receipt of the notice of cancellation. The University shall provide the Union with a copy of such notices.

- b. No employee shall be dropped from UAPD membership upon return from a total separation of UC employment, provided the employee returns to the same campus and bargaining unit within sixty-one (61) months of separation. Transfer to a position within the University but outside of the DX unit will sever the employee's membership with the UAPD and necessitate re-enrollment upon return to the DX unit.

C. Fair Share Fees

1. No later than 45 (forty-five) days after notification of ratification, the University will deduct from non-member employees' pay the amount certified by the Union to be the fair share fee.
2. Employees who do not elect to pay union dues shall pay the fair share fee as a condition of employment with the University. The amount of the fee shall be deducted by the University from the salary of the employee and remitted to the UAPD.
3. Employees who are members of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations must apply for objector status with UAPD.
 - a. UAPD shall determine the validity of the employee's status as a conscientious objector.
 - b. If the UAPD agrees to the objector status of the employee, it shall provide, on a monthly basis, proof of payments made to charitable organizations.

D. Processing Payroll Deductions for Dues, Fees and Other Organizations

1. For each dues/fees deduction check submitted to the UAPD, each Student Health and Counseling Center shall deduct from the total amount remitted an administrative fee of seven cents (\$0.07) per employee, which covers reporting and calculation of dues/fees, plus a deduction of \$10.00 for each check remitted to UAPD. These fees will be assessed on an ongoing basis. The same fees shall apply to electronic transfers.
2. The University shall remit, at least monthly to the Union, in the form of a remittance to an address designated by the Union, or an electronic transfer, an amount representing the authorized dues deductions, fair share fees, and other designated deductions. The University shall provide a standard deduction report that shall contain, by campus, an alphabetical list of the Union members and fee payers for whom payroll deductions were made. The report shall include the employee identification number, employee name, amount withheld, and earnings that are the basis for the deduction. The report shall be provided electronically via

the FTP site in an editable format. Any costs associated with union-requested changes in the deduction report referenced above shall be fully paid by the Union.

E. Correction of Errors

1. If the University fails to deduct and remit the correct amount of authorized payroll dues, fair share fees or other authorized deductions, or any part thereof, the University shall correct the deduction amounts within forty-five (45) days of becoming aware of the error(s).
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions from the salary of the employee to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions from employees' pay. However, the additional deductions shall not exceed two (2) times the normal dues amount in any given pay period. In no event shall the University be required to provide lost deductions from separated employees.
3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.

F. Other Deductions

1. Payroll deductions shall be made for UAPD-sponsored programs pursuant to the provisions of the University's Accounting Manual requirements. For insured benefits programs, the section of the Accounting Manual entitled "Special Regulations for Non-University Insured Benefit Programs" applies.
2. The University agrees to the inclusion of a box on the form titled Membership Application and Payroll Deduction Authorization that an employee can check to indicate his/her agreement to a voluntary contribution for the UAPD Political Action Program, provided authorizations are for regular recurring payroll deductions, and are not used for one-time deductions. Contributions shall become effective within forty-five (45) days of receiving the signed authorization form.

Contributions to the UAPD Political Action Program may also be authorized using the form titled Authorization for Voluntary Contributions to the UAPD Political Action Program, found in Appendix 1. Within forty-five (45) days of receiving this signed authorization form from a dues-paying member, the University will deduct from the employee's pay the certified monthly amount.

A doctor may discontinue his/her voluntary contribution to the UAPD Political Action Program by filing a written request with the designated campus office. Such contributions will be discontinued within forty-five (45) days of receiving the employee's request. The University shall provide the Union with a copy of such notices.

The UAPD shall be responsible for any reasonable initial and ongoing costs associated with setting up and maintaining this additional check off. Costs will be consistent with charges made for other similar deductions. Collections for the UAPD Political Action Program, less any processing charges, will be remitted to the UAPD on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the FTP site.

G. Indemnification

It is specifically agreed that the University assumes no obligation other than that specified in this Article, or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UAPD agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University pursuant to this Article.

**ARTICLE 39
MANAGEMENT RIGHTS**

- A. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to make and implement decisions related to areas including, but not limited to, those enumerated below. While the University and the Union may have discussions concerning these areas the University is not obligated to bargain with the Union as to such areas during the term of this Agreement.
- B. Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:
1. To establish the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
 2. To exercise full and exclusive control of the management of the University and to supervise and direct all operations;
 3. To plan, direct, manage and control the use of resources and personnel to achieve the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
 4. To establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
 5. To introduce new or improved methods, equipment or facilities, or change or eliminate existing methods, equipment or facilities;

6. To determine the location or relocation, reorganization, or discontinuance of operations;
7. To determine where employees shall work; or subcontract all or any portion of any operation;
8. To determine, modify, or abolish job classifications and job descriptions;
9. To determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;
10. To determine the calendar dates on which employees shall receive pay owing and due to them and to determine the intervals between such dates; to determine the beginning and ending dates for which payroll and accrual calculations are made and to determine formulas for such calculations;
11. To establish the size, composition and qualifications, including certifications and licensure of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees;
12. To recruit, hire, train, evaluate, promote, reclassify, demote or layoff employees;
13. To establish, modify and enforce standards of performance, workload, conduct and safety for employees; to determine the process by which employee performance is evaluated;
14. To reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily;
15. To establish, maintain, modify and enforce safety standards and programs; and
16. To implement, continue, modify or discontinue any policies, practices, rules or regulations which do not conflict with the express written provisions of this Agreement.

C. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. Further, the Union acknowledges that the exercise or non-exercise of a right retained by the University and the manner in which the University exercises its management rights may vary from place to place within the University's operations.

- D.** No action taken or not taken with respect to a management right shall be subject to the grievance or arbitration procedures of this Agreement or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 40 CAMPUS CLOSURE

A. General Provisions

1. Consistent with the University's management rights, including its right to determine the orderly, effective and efficient operation of the University, the University may elect at one (1) or more of its locations, to curtail or shut down some or all of its activities, on a location by location basis, for periods of specific duration. By way of example and not limitation, such periods may represent opportunities for energy/cost savings and/or adjustments to reduce levels of work activities due to transition periods in the academic calendar and/or seasonal or holiday influences on scheduled work activities and/or the occurrence at or on University facilities of major public events and/or the occurrence of emergency or "forces of nature" situations adversely affecting normal University operations.
2. When feasible, the University shall provide UAPD and affected members of the bargaining unit with forty-five (45) calendar days advance notice of a closure. In the event an alleged violation of the notice is grieved/arbitrated, any remedy or arbitrator's award or decision acknowledging improper notice shall be limited to an amount of back pay and/or reinstatement of benefits which would make employees whole for the number of days the notice was deficient.

B. Pay Status

In the event of such total or partial closure or curtailment of operations, whether or not the University is able to anticipate such event, affected employees shall select one or a combination of the following options to cover their status during such period of time:

1. Employees may elect to use accumulated vacation leave during the closure period. Employees who are eligible to accrue vacation leave but are with insufficient vacation accrual balances will be allowed to use up to three (3) days vacation leave prior to their actual accrual.
2. Employees who do not use vacation time off may elect to take a leave without pay during the closure. Notwithstanding the provisions of Article 22 – Vacation and Article 24 – Sick Leave, if an employee is in leave-without-pay status due to a location closure, doctors eligible to accrue vacation and sick leave shall continue to accrue vacation and sick leave at their normal rate during the first three applicable work days of said closure, unless otherwise mutually agreed.

Employees who do not select from one of the above shall default to being placed in a leave-without-pay status in accordance with §B.2., above.

ARTICLE 41 DEFENSE AND INDEMNIFICATION OF EMPLOYEES

The University shall defend and indemnify a represented employee against any claim or action against the employee on account of an act or omission in the course and scope of the doctor's employment with the University, in accord with and subject to Regents policy 4202: *Policy on Defense and Indemnification of Employees and Former Employees*, and the provisions of California Government Code, §825 et seq. and §995 et seq. Consistent with California Government Code §825 et seq. and §995 et seq., in the event a represented employee is named as a co-defendant in a lawsuit along with the University, and the lawsuit arises from an act or omission within the course and scope of the doctor's employment, the University shall make an appropriate effort to have the employee dismissed from the lawsuit. This provision is not subject to the grievance or arbitration procedure.

ARTICLE 42 NO STRIKES / NO LOCKOUTS

- A.** During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts of employees covered by this Agreement. The UAPD, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UAPD, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B.** The UAPD shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include but not be limited to sending written notice to the home address of all doctors engaged in prohibited activity informing them that they must immediately return to work.
- C.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- D.** Any discipline up to and including dismissal arising out of the violation of this provision shall be in accordance with Article 33 – Corrective Action, Discipline, and Dismissal.

ARTICLE 43 SEVERABILITY

In the event that any provision of this Agreement becomes invalid or void by statute, or final judicial decision by a court of competent jurisdiction, or in the event that any provision conflicts

with the provisions of a statute or the Constitutions of the United States or California, according to such final 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 becomes invalid or void, the parties agree to meet and confer within thirty (30) calendar days upon request of either party in an attempt to reach an agreement on a substitute provision.

ARTICLE 44 WAIVER

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

ARTICLE 45 DURATION

A. The terms and conditions of this Agreement shall go into effect on July 21, 2015, and shall remain in full force and effect through June 30, 2019.

B. Negotiations of a Successor Agreement

1. The Union shall, no later than November 1, 2018, serve upon the Office of the President, Labor Relations written notice of its intent to negotiate a successor Agreement. Included in such notice shall be a written summary of the Union's initial proposals regarding a successor Agreement.
2. The University shall, no later than November 15, 2018, following receipt of the Union's timely notice of its intent to negotiate a successor Agreement, including the Union's initial proposals, present a written summary of its initial proposals regarding a successor Agreement to the Union.
3. The parties shall work together to establish a mutually agreeable first bargaining date. The first bargaining session shall occur no later than December 3, 2018, unless otherwise mutually agreed.

4. If either party fails to reference an article in its summary of initial proposals, or fails to provide a written summary, by the dates prescribed above, that party will be deemed to have proposed current contract language for such article.
- C. In the event that neither UAPD nor the University serves timely notice of intent to reopen, the terms and conditions of the Agreement shall remain in full force and effect. The parties shall have the opportunity to reopen negotiations in any subsequent year in accordance with the procedures and corresponding dates of the applicable year and following the requirements in §B., above.

ARTICLE 46

RELEASE TIME FOR BARGAINING

A. General Provisions

1. The University shall provide release time without loss of compensation for up to eight (8) members of the bargaining unit, designated by UAPD, for the purpose of negotiating a successor to this collective bargaining agreement. Such release time shall include reasonable travel time to attend bargaining sessions.
2. Designated bargaining team members shall not be from the same campus, unless the team member is substituting for or alternating with another bargaining team member.
3. Except as otherwise provided for in §§B.3. and C.1., below, failure to adhere to the timeframes referenced below may result in denial of requested release time for negotiations.
4. Timely requests for release time shall be subject to operational considerations and shall not be unreasonably denied.

B. Notice

1. UAPD shall provide in writing the names and home campuses of the designated permanent members of its bargaining team to the Office of the President, Labor Relations, at least thirty (30) calendar days in advance of the first scheduled negotiations session. The Office of the President will inform a management representative at each of the appropriate campuses of any bargaining team member employed at that campus.
2. A designated bargaining team member shall provide his/her supervisor with written notice of his/her intent to attend each scheduled bargaining session as

soon as practicable, but no later than fourteen (14) calendar days prior to the scheduled meeting date.

3. When the University and the UAPD schedule a negotiation session that will occur within fourteen (14) calendar days' time, the University will make its best effort to provide release time for bargaining team members for that session and will not unreasonably deny the release time.

C. Alternates / Substitutes / Replacements

1. In the event a doctor is to serve as an alternate, substitute, or replacement for a designated team member, the name and home campus of the alternate / substitute / replacement shall be provided to the Office of the President, Labor Relations at least fourteen (14) calendar days in advance of the requested release date. If the Union and the University have scheduled a negotiation session under the conditions described in §B.3., above, release time will be provided in accordance with that section.
2. A designated alternate, substitute, or replacement shall be responsible for providing notice to his/her supervisor in accordance with §B.2., above.

D. Release Time

Designated team members shall be released without loss of compensation for attendance at scheduled bargaining sessions.

E. Bargaining Sessions

Bargaining sessions are defined as pre-scheduled face-to-face meetings, and related caucuses during meeting days, for the purpose of negotiating terms and conditions of an Agreement. If no meeting actually takes place during a scheduled meeting day as a result of the University's unavailability to appear at the bargaining table, the day will be considered a bargaining session. If the University agrees that a full-day union bargaining team caucus is necessary to facilitate the bargaining process, the University may designate a day without a face-to-face meeting as a bargaining session.

**ARTICLE 47
TRAVEL REIMBURSEMENT**

- A. The University shall reimburse doctors for travel expenses related to official University business in accordance with applicable University policies and procedures.

- B. The policies, procedures, definitions, qualification, calculations, covered hours and rates relative to travel reimbursement(s) shall be applied, changed, or implemented for employees covered by this Agreement in the same manner as for other policy-covered staff employees at the University.
- C. The University may determine, on a department-by-department basis and consistent with the Business and Finance Bulletin, the requirements for reporting travel expenses.

ARTICLE 48 PARKING

A. General Provisions

- 1. The University shall provide to doctors parking and parking-related services at each campus to the same extent and under the same conditions as normally provided for other University non-represented staff employees at the employee's location.
- 2. It is understood and agreed that parking spaces designated for employees may from time to time be eliminated or reassigned due to construction, special events, and/or operational needs of the University.
- 3. Payroll deductions for parking permits shall be made in accordance with campus procedures.

B. Rates

The University will implement increases to parking fees, if any, consistent with the caps listed in Appendix 8: Parking Rates.

ARTICLE 49
MEMORANDUM OF THE NEGOTIATORS

The negotiators of this proposed Collective Bargaining Agreement agree that they have reached a comprehensive tentative agreement and thereby have concluded negotiations on the development of the proposed Collective Bargaining Agreement.

The parties understand that the signature of the approving authority for either party may post-date the Union's ratification date. The parties agree that the effective date of this agreement will be the day of the Union's written notice to the University that the Agreement has been ratified by the UAPD membership. In the event the DX members do not ratify the proposed Agreement, the parties will return to the negotiation table in an effort to reach agreement.

For the University:


For the UAPD:




Peter Chester
University Negotiator



Date



Jeff Duritz
UAPD Negotiator



Date

The foregoing Agreement between the Union of American Physicians and Dentists and the Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

UNION OF AMERICAN PHYSICIANS AND DENTISTS


Jeff Dantz
Chief Negotiator

Date 10/19/15



UNION OF AMERICAN PHYSICIANS AND DENTISTS

Membership Application and Payroll Deduction Authorization

University of California

Name (Last, First, Middle Initial) _____

Degree _____ Specialty _____ FTE _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Office Phone _____

Non-Work Email _____

Employee ID Number _____ Campus _____

Monthly Membership Dues: 0.9% total gross pay.

I hereby authorize The Regents of the University of California to deduct from each of my salary warrants the amount consistent with the rate stated above and to transmit said sum to the Union of American Physicians and Dentists (UAPD). I also consent to the increase or decrease of such deduction rate to reflect any change in union dues instituted by the UAPD, in accordance with the Collective Bargaining Agreement. This authorization will remain in effect unless revoked by me in accordance with the provisions of the Collective Bargaining Agreement.

UAPD Political Action Program: I further authorize The Regents of the University of California to deduct \$10 per month from my salary warrants as a voluntary contribution to the UAPD Political Action Program. I understand that the UAPD Political Action Program uses the money it receives for political purposes, that my contribution is voluntarily made without any interference, restraint or coercion, and that I will suffer no reprisal if I choose not to authorize this deduction. I may revoke this authorization at any time by giving written notice. Contributions to the UAPD Political Action Program are not tax deductible as charitable contributions for federal income tax purposes. ☐ **YES** ☐ **NO**

Payroll deductions, including those legally required and those authorized by an employee, are assigned priorities. In the event there are insufficient earnings to cover all deductions, deductions will be taken in the order assigned by the University and no adjustment will be made in a subsequent pay period for membership deductions or contributions to the UAPD Political Action Program not deducted by reason of insufficient earnings.

Employee Signature

Date

APPENDIX 2

UC/UAPD (DX UNIT) GRIEVANCE FORM		Allegations of a violation of the Agreement in effect between the University and UAPD must be filed with the University using this form. For specific information concerning the filing of a grievance, including deadlines and filing requirements, please refer to Article 34 – Grievance Procedure. Failure to adhere to filing requirements may render the grievance invalid.	
GRIEVANT'S NAME		NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR	
CAMPUS	DEPARTMENT	WORK TELEPHONE NUMBER	
EMPLOYEE CLASSIFICATION TITLE		NON-WORK ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT	
EMPLOYEE EMPLOYMENT STATUS <input type="checkbox"/> Career/Regular <input type="checkbox"/> Probationary <input type="checkbox"/> Per Diem <input type="checkbox"/> Limited Appointment		GRIEVANT'S NORMAL HOURS OF WORK	
IF REPRESENTED IN THIS GRIEVANCE, PROVIDE THE FOLLOWING:			
REPRESENTATIVE'S NAME	REPRESENTATIVE'S ORGANIZATION	REPRESENTATIVE'S TELEPHONE NUMBER	
REPRESENTATIVE'S ADDRESS TO WHICH CORRESPONDENCE SHOULD BE SENT			
TYPE OF GRIEVANCE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GROUP (LIST ALL GRIEVANTS) <input type="checkbox"/> UNION (MUST BE SIGNED BY UAPD STAFF)		DATE OF ACTION CAUSING GRIEVANCE	
SPECIFIC ARTICLE(S) AND SECTION(S) OF THE CONTRACT ALLEGED TO BE VIOLATED			
CLEAR CONCISE STATEMENT OF GRIEVANCE (ATTACH ADDITIONAL SHEETS IF NECESSARY)			
REMEDY REQUESTED			
SIGNATURE OF GRIEVANT OR REPRESENTATIVE			DATE

GRIEVANCE REVIEW -- STEP 1

TO BE COMPLETED BY UC ONLY		
DATE STEP 1 GRIEVANCE RECEIVED BY UC		DATE OF UC RESPONSE
STEP 1 DECISION		
PRINTED NAME AND TITLE OF STEP 1 REVIEWER		TELEPHONE NUMBER
SIGNATURE OF STEP 1 REVIEWER		
TO BE COMPLETED BY GREIVANT OR GRIEVANT'S REPRESENTATIVE		
<input type="checkbox"/> I DO NOT ACCEPT THE STEP 1 DECISION. THIS GRIEVANCE IS APPEALED TO STEP 2	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE	DATE
UNRESOLVED ISSUES		

GRIEVANCE REVIEW -- STEP 2

TO BE COMPLETED BY UC ONLY		
DATE STEP 2 GRIEVANCE RECEIVED BY UC		DATE OF UC RESPONSE
<input type="checkbox"/> STEP 2 DECISION ATTACHED		
PRINTED NAME AND TITLE OF STEP 2 REVIEWER		TELEPHONE NUMBER
SIGNATURE OF STEP 2 REVIEWER		
TO BE COMPLETED BY GREIVANT OR GRIEVANT'S REPRESENTATIVE		
<input type="checkbox"/> I DO NOT ACCEPT THE STEP 2 DECISION. THIS GRIEVANCE IS APPEALED TO STEP 3	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE	DATE
UNRESOLVED ISSUES		

GRIEVANCE REVIEW -- STEP 3

TO BE COMPLETED BY UC ONLY		
DATE STEP 3 GRIEVANCE RECEIVED BY UC		DATE OF UC RESPONSE
<input type="checkbox"/> STEP 3 DECISION ATTACHED		
PRINTED NAME AND TITLE OF STEP 3 REVIEWER		TELEPHONE NUMBER
SIGNATURE OF STEP 3 REVIEWER		

APPENDIX 3
DESIGNATED STUDENT HEALTH CENTER MEETING ROOMS

Campus	Location	Contact
UCD	Conference Room A – Room 3331 Conference Room B – Room 3330 Main Conference Room 1 – Room 3100 Main Conference Room 2 – Room 3102	Debbie Kamber: 530-752-7905
UCB	1019b Tang Center (Section Club) 1019c Tang Center (Class of 1942)	Labor Relations: 510-643-6001
UCSC	Mural Room #1102 Executive Conference Room #1445	Brynne Huntting: 831-459-4785 bhunttin@ucsc.edu
UCI	Conference Room 204 Small Group Room 202A Group Room 213 Conference Room 1003	Martina Garza: 949-824-7010
UCSB	Conference Room 1908 Classroom 1 Room 1913 Classroom 2 Room 1911	Lucy Diaz, Administrative Office Manager: 805-893-5339 diaz-l@sa.ucsb.edu
UCLA	Ashe, Large Conference Room, Suite 414 Ashe, Small Conference Room, Suite 420A CAPS, Large Conference Room, 1402 CAPS, Group Room A – 1418 CAPS, Group Room B – 1412	Sr. HR Analyst – Ryan Lee: 310-206-3746
		Admin Services Director Johanna Canlapan: 310-794-7178
UCSF	MU111 (Upstairs from the Student Health Center)	Office of Student Life: 415-502-1484
UCR	Conference Room 120 Employee Break Room 245	Connie Hohmann: 951-827-3998
UCM	Room 240A	Kong Yang: 209-228-3867
UCSD	Staff Kitchen Conference Room, Administrative office (CAPS)	Lisa Russon: 858-822-7553 Monique Balestreri: 858-822-4757

APPENDIX 4
DESIGNATED STUDENT HEALTH CENTER BULLETIN BOARDS

Campus	Location	Contact
UCD	Break Room (1 st Floor) Break Room (2 nd Floor) Outside Break Room (3 rd Floor)	Debbie Kamber 530-752-7905 dkamber@shcs.ucdavis.edu
UCI	Kitchen – Room 200 Front Desk – Room 203 Employee Lounge – Room 126	Martina Garza 949-824-7010 garzama@uci.edu
UCSC	Room 1307 (Staff Mailroom, south wing) Room 1328 (Staff Break Room, south wing) Room 2224 (2 nd floor, within upstairs appointment area) Room 2400 (CAPS main lobby, 2 nd floor east wing)	Tammy Wood 831-459-4233 tammyw@ucsc.edu
UCSB	Break Room 1904A Break Room 1312C	Lucy Diaz 805-893-5339 diaz-l@sa.ucsb.edu
UCB	Main Staff Lounge, 1 st Floor 2 nd Floor Break Room, between Clinics 3 and 4	Joyce Harlan 510-642-4275 jharlan@berkeley.edu Laurel Halsey 510-642-3748
UCLA	Ashe 4 th Floor Break Room Ashe Student Health, 2 nd Floor Break Room CAPS Mail Room	Ryan Lee rlee@ashe.ucla.edu 310.206.3746 Johanna Canlapan 310-825-0781
UCSF	None	-----
UCR	Break Room 245	Connie Hohmann 951.827.3998 connie.hohmann@ucr.edu
UCM	Room 240A	Kong Yang 209-228-3867
UCSD	Staff Kitchen	Lisa Russon 858-822-7553 lrusson@ucsd.edu

APPENDIX 5

ENUMERATION OF UNIVERSITY BENEFITS

Listing of Benefits

The following is a brief listing of benefits provided to University employees, effective January 1, 2015. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable plan documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible class are excluded from coverage regardless of appointment percent and average regular paid time. For details on specific eligibility of each health and welfare program, see the Group Insurance Regulations. These benefits and amounts may be subject to change based on the renewal of this insurance annually by the University.

1. Medical Program

A variety of plans (e.g., Health Maintenance Organization (HMO), Preferred Provider Organizations (PPO), etc.) are available to employees, who qualify based on their appointment, and their eligible dependents. Choice of plans may vary from location to location.

2. Dental Program

Dental plans are available to employees, who qualify based on their appointment, and their eligible dependents.

3. Vision Program

A comprehensive vision plan is available to employees, who qualify based on their appointment, and their eligible dependents.

4. Life Insurance

a. Basic/Core (University-Paid)

Employees who are members of a defined benefit plan to which the University contributes are automatically covered by a Basic term life insurance policy.

b. Supplemental and Dependent (Employee-Paid)

Additional life insurance is available to employees who qualify based on their appointment. Optional personal life insurance and dependent life insurance may be purchased by the employee.

5. Accidental Death and Dismemberment (AD&D) Insurance

UC offers the AD&D plan to help protect employees and their eligible family members from the unforeseen financial hardship of a serious accident that causes death or dismemberment. Employees who qualify based on their appointment may purchase Optional AD&D insurance. A variety of coverages and amounts of coverage are available.

6. Business Travel Accident Insurance

Employees who are traveling on official University business are covered by the University's travel insurance program that provides Accidental Death benefit of the lesser of ten times (10x) annual salary or five hundred thousand dollars (\$500,000) and Dismemberment benefit based on a scheduled percent of benefit.

7. Disability Insurance

a. Short Term (University-Paid)

Employees who are members of a defined benefit plan to which the University contributes are automatically covered by a basic short-term disability plan.

b. Supplemental (Employee-Paid)

Additional disability insurance which covers both short- and long-term disabilities may be purchased by employees who are members of a defined benefit plan to which the University contributes. Employees may choose a waiting period.

8. Legal Expense Insurance Plan

A legal expense insurance plan is available to employees who qualify based on their appointment. The legal plan provides employees and their eligible dependents with coverage for basic legal services associated with preventative, domestic, consumer and defensive legal matters.

9. Pension Benefits – UC Retirement Plan (UCRP)

UCRP is a defined benefit plan for which participation is mandatory for eligible employees, as determined by the type, percentage and duration of their appointments.

UCRP provides retirement income, adjusted for cost-of-living increases, for eligible employees, and their contingent annuitants. UCRP also provides pre-retirement disability income for eligible employees and, pre-retirement survivor income for their eligible survivors. Also, for eligible employees who became UCRP members prior to July 1, 2013 and have not incurred a break in service, UCRP provides post-retirement survivor income to eligible survivors and a lump sum cash-out option for members in lieu of monthly retirement income (provided the member elected this option).

10. Voluntary UC Retirement Savings Program (UCRSP)

- a. Tax-Deferred 403(b) Plan – participation through voluntary pretax salary deferrals
- b. 457(b) Deferred Compensation Plan – participation through voluntary pretax salary deferrals
- c. Defined Contribution Plan – participation through voluntary after-tax contributions or for non-career employees, a mandatory pretax contribution in lieu of Social Security (safe harbor).

All University employees except students who normally work fewer than twenty (20) hours per week are eligible to participate in the UCRSP.

The plans offer a variety of investment options to meet the diverse needs of different types of investors and to allow for individual decisions to meet a variety of long-term financial goals.

11. Tax Effective Salary Reduction Programs

- a. Tax Savings on Insurance Premiums (TIP)

Employees enrolled in certain health insurance plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, if any, is applied the net insurance premiums are deducted from gross pay before federal and state taxes.

- b. Health Flexible Spending Account (Health FSA)

The Health FSA is available to employees who qualify based on their appointment and allows employees to pay for eligible out-of-pocket health care expenses on a pretax, salary reduction basis.

- c. Dependent Care Flexible Spending Account (DepCare FSA)

DepCare is available to employees who qualify based on their appointment and allows employees to pay for eligible dependent care expenses on a pretax, salary reduction basis.

- d. Pretax Transportation Program

Federal and State tax laws make it possible for the University to offer eligible employees who pay for parking, transit passes or vanpooling by payroll

deductions to do so on a pretax basis, subject to certain limits. Eligibility varies according to UC location.

12. **Auto/Homeowner Insurance**

Auto and home insurance policies are available which may be purchased by employees who qualify based on their appointment.

13. **Family Care Referral Service**

A resource for finding childcare, eldercare, and other family care providers is available to employees who qualify based on their appointment.

14. **Death Payments**

Upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death, a sum equal to the deceased's regular salary for one (1) month shall be paid to the deceased's spouse or eligible domestic partner, or if there is no spouse or eligible domestic partner, to the employee's eligible dependent(s), or if there is neither a surviving spouse or eligible domestic partner, nor eligible dependent(s), to the beneficiary designated in the deceased's Basic life insurance policy.

There is also a seven thousand five hundred dollar (\$7,500) lump sum death benefit payable to beneficiaries of deceased UCRP members.

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

APPENDIX 6
RETIREE HEALTH
(Formerly “Retiree Health Side Letter”)

This Side Letter is for informational purposes only. Specific eligibility and benefits are governed entirely by the terms of the University’s Group Insurance Regulations. The University-sponsored health and welfare benefits are not accrued or vested benefit entitlements. The University may, at its sole discretion during the terms of this Agreement, alter its health and welfare programs, at any time.

To be eligible to continue UC-sponsored medical, dental, vision, legal and/or AD&D coverage as a retiree, employees must elect UCRP monthly income, and:

- Meet the applicable service credit eligibility requirements (applicable only for medical and dental coverage - see below)
- Be eligible for UC-sponsored coverage when upon leaving UC employment and be enrolled in either that coverage or other qualifying non-UC coverage
- Elect to continue coverage at the time of retirement or suspend UC coverage (applicable to medical and dental coverage only) because of other qualifying coverage
- Have a retirement date that is within 120 calendar days of the date they end UC employment
- Have continuous coverage until the date retirement income begins

In order to be eligible for medical and dental coverage as a retiree, employees must meet the UC service credit requirements based on their date of membership in UCRP (i.e., UCRP entry date) or, if later, their rehire date following a break in service of more than 120 days.

ELIGIBILITY RULES FOR ELIGIBLE EMPLOYEES HIRED PRIOR TO JANUARY 1, 1990 (Group 1)

Employees receive 100 percent of UC’s contribution toward the medical and/or dental monthly premiums if they retire:

- Before age 55 and have at least 10 years of UCRP service credit
- At age 55 or later and have at least five years of UCRP service credit

ELIGIBILITY RULES FOR ELIGIBLE EMPLOYEES HIRED OR REHIRED FROM JANUARY 1, 1990 to JUNE 30, 2013 (Group 2)

Employees are eligible for retiree health and the UC contribution toward medical and/or dental plan monthly premiums based on the following formula:

Years of UCRP Service Credit	Percentage of UC Contribution
5-9	If age plus years of service is at least 75 then 50%; otherwise not eligible
10	50%
11-20	Increases from 50% by 5% per year to 100% at 20 years

ELIGIBILITY RULES FOR ELIGIBLE EMPLOYEES HIRED OR REHIRED ON OR AFTER JULY 1, 2013 (Group 3)

UC applies a graduated eligibility formula to determine how much it contributes towards retiree health insurance premiums. The formula is based on both the employee's years of service and age (in whole years) at retirement. UC's contribution to health care premiums increases significantly for employees who retire closer to the age at which they are eligible for Medicare.

The chart below shows the graduated eligibility formula in more detail. The percentages shown below reflect the University's contribution towards retiree health insurance premiums. For example, an employee who retires at age 65 with 20+ years of service would receive 100% of the University's total contribution, not 100% of their premium.

Graduated Eligibility Formula												
For employees hired on or after July 1, 2013												
Years of UCRP Service Credit at Retirement		50-55*	56	57	58	59	60	61	62	63	64	65
	10	0%	5.0%	10.0%	15.0%	20.0%	25.0%	30.0%	35.0%	40.0%	45.0%	50.0%
	11	0%	5.5%	11.0%	16.5%	22.0%	27.5%	33.0%	38.5%	44.0%	49.5%	55.0%
	12	0%	6.0%	12.0%	18.0%	24.0%	30.0%	36.0%	42.0%	48.0%	54.0%	60.0%
	13	0%	6.5%	13.0%	19.5%	26.0%	32.5%	39.0%	45.5%	52.0%	58.5%	65.0%
	14	0%	7.0%	14.0%	21.0%	28.0%	35.0%	42.0%	49.0%	56.0%	63.0%	70.0%
	15	0%	7.5%	15.0%	22.5%	30.0%	37.5%	45.0%	52.5%	60.0%	67.5%	75.0%
	16	0%	8.0%	16.0%	24.0%	32.0%	40.0%	48.0%	56.0%	64.0%	72.0%	80.0%
	17	0%	8.5%	17.0%	25.5%	34.0%	42.5%	51.0%	59.5%	68.0%	76.5%	85.0%
	18	0%	9.0%	18.0%	27.0%	36.0%	45.0%	54.0%	63.0%	72.0%	81.0%	90.0%
	19	0%	9.5%	19.0%	28.5%	38.0%	47.5%	57.0%	66.5%	76.0%	85.5%	95.0%
	20+	0%	10.0%	20.0%	30.0%	40.0%	50.0%	60.0%	70.0%	80.0%	90.0%	100.0%

* Those who retire between ages 50 and 55 are eligible to enroll in UC-sponsored health insurance for retirees but will not receive a UC contribution.

APPENDIX 7
2015 Health Insurance Premiums

UNIVERSITY OF CALIFORNIA:
MONTHLY COST OF MEDICAL PLANS

1/1/2015 - 12/31/2015

Version #:

****FINAL****

2015-1

FOR EMPLOYEES WITH FULL-TIME SALARY RATE OF \$51,001 TO \$101,000 AND ACTIVE EMPLOYEES WITH PRIMARY MEDICARE COVERAGE

<u>MEDICAL PLAN</u>	Non-Medicare				Medicare			Split-Medicare			
	<u>U</u>	<u>UC</u>	<u>UA</u>	<u>UAC</u>	<u>M</u>	<u>MM</u>	<u>MMM</u>	<u>MA</u>	<u>MC</u>	<u>MAC</u>	<u>MMC</u>
	Single	Adult plus Child(ren)	Two Adults	Family	Single	Two Party	Family	Two Adults	Adult plus Child(ren)	Family (1)	Family (2)
<u>2015 GROSS/NET EMPLOYEE COST</u>											
Health Net Blue & Gold HMO (HB) (3)											
Gross Rates	662.09	1,191.76	1,390.38	1,920.06	357.44	714.88	1,072.32	1,085.73	887.11	1,615.41	1,244.56
Employer Contribution	590.85	1,063.53	1,180.06	1,652.74	357.44	714.88	1,072.32	1,085.73	887.11	1,615.41	1,244.56
Net Cost	71.24	128.23	210.32	267.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kaiser Permanente - CA (KN & KS)											
Gross Rates	560.69	1,009.25	1,177.46	1,626.01	251.81	503.62	755.43	868.58	700.37	1,317.13	952.17
Employer Contribution	510.86	919.56	1,064.98	1,473.68	251.81	503.62	755.43	868.58	700.37	1,317.13	952.17
Net Cost	49.83	89.69	112.48	152.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Western Health Advantage (WH)											
Gross Rates	578.72	1,041.70	1,215.31	1,678.31	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Employer Contribution	528.89	952.01	1,102.83	1,525.98	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Cost	49.83	89.69	112.48	152.33	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CORE Major Medical (CM) (4)											
Gross Rates	108.35	195.03	227.54	314.22	N/A	N/A	N/A	474.98	442.47	561.66	798.26
Employer Contribution	108.35	195.03	227.54	314.22	N/A	N/A	N/A	474.98	442.47	561.66	798.26
Net Cost	0.00	0.00	0.00	0.00	N/A	N/A	N/A	0.00	0.00	0.00	0.00
Blue Shield Health Savings Plan (SP)											
Gross Rates	571.44	1,028.59	1,200.01	1,657.15	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Employer Contribution	521.61	938.90	1,087.53	1,504.82	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Cost	49.83	89.69	112.48	152.33	N/A	N/A	N/A	N/A	N/A	N/A	N/A
UC Care (SU) (4)											
Gross Rates	723.81	1,302.86	1,520.00	2,099.05	N/A	N/A	N/A	1,151.98	934.84	1,731.03	1,290.63
Employer Contribution	590.85	1,063.53	1,180.06	1,652.74	N/A	N/A	N/A	1,151.98	934.84	1,652.74	1,290.63
Net Cost	132.96	239.33	339.94	446.31	N/A	N/A	N/A	0.00	0.00	78.29	0.00

UNIVERSITY OF CALIFORNIA:
MONTHLY COST OF MEDICAL PLANS

1/1/2015 - 12/31/2015

Version #:

****FINAL****

2015-1

FOR EMPLOYEES WITH FULL-TIME SALARY RATE OF \$101,001 TO \$152,000 AND ACTIVE EMPLOYEES WITH PRIMARY MEDICARE COVERAGE

<u>MEDICAL PLAN</u>	Non-Medicare				Medicare			Split-Medicare			
	<u>U</u>	<u>UC</u>	<u>UA</u>	<u>UAC</u>	<u>M</u>	<u>MM</u>	<u>MMM</u>	<u>MA</u>	<u>MC</u>	<u>MAC</u>	<u>MMC</u>
	Single	Adult plus Child(ren)	Two Adults	Family	Single	Two Party	Family	Two Adults	Adult plus Child(ren)	Family (1)	Family (2)
<u>2015 GROSS/NET EMPLOYEE COST</u>											
Health Net Blue & Gold HMO (HB) (3)											
Gross Rates	662.09	1,191.76	1,390.38	1,920.06	357.44	714.88	1,072.32	1,085.73	887.11	1,615.41	1,244.56
Employer Contribution	553.85	996.93	1,106.30	1,549.38	357.44	714.88	1,072.32	1,085.73	887.11	1,549.38	1,244.56

Net Cost	108.24	194.83	284.08	370.68	0.00	0.00	0.00	0.00	0.00	66.03	0.00
Kaiser Permanente - CA (KN & KS)											
Gross Rates	560.69	1,009.25	1,177.46	1,626.01	251.81	503.62	755.43	868.58	700.37	1,317.13	952.17
Employer Contribution	473.86	852.96	991.22	1,370.32	251.81	503.62	755.43	868.58	700.37	1,317.13	952.17
Net Cost	86.83	156.29	186.24	255.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Western Health Advantage (WH)											
Gross Rates	578.72	1,041.70	1,215.31	1,678.31	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Employer Contribution	491.89	885.41	1,029.07	1,422.62	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Cost	86.83	156.29	186.24	255.69	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CORE Major Medical (CM) (4)											
Gross Rates	108.35	195.03	227.54	314.22	N/A	N/A	N/A	474.98	442.47	561.66	798.26
Employer Contribution	108.35	195.03	227.54	314.22	N/A	N/A	N/A	474.98	442.47	561.66	798.26
Net Cost	0.00	0.00	0.00	0.00	N/A	N/A	N/A	0.00	0.00	0.00	0.00
Blue Shield Health Savings Plan (SP)											
Gross Rates	571.44	1,028.59	1,200.01	1,657.15	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Employer Contribution	484.61	872.30	1,013.77	1,401.46	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Cost	86.83	156.29	186.24	255.69	N/A	N/A	N/A	N/A	N/A	N/A	N/A
UC Care (SU) (4)											
Gross Rates	723.81	1,302.86	1,520.00	2,099.05	N/A	N/A	N/A	1,151.98	934.84	1,731.03	1,290.63
Employer Contribution	553.85	996.93	1,106.30	1,549.38	N/A	N/A	N/A	1,106.30	934.84	1,549.38	1,290.63
Net Cost	169.96	305.93	413.70	549.67	N/A	N/A	N/A	45.68	0.00	181.65	0.00

UNIVERSITY OF CALIFORNIA: 1/1/2015 - 12/31/2015 Version #: 2015-1
MONTHLY COST OF MEDICAL PLANS **FINAL**
FOR EMPLOYEES WITH FULL-TIME SALARY RATE OVER \$152,000 AND ACTIVE EMPLOYEES WITH PRIMARY MEDICARE COVERAGE

MEDICAL PLAN	Non-Medicare				Medicare			Split-Medicare			
	<u>U</u>	<u>UC</u>	<u>UA</u>	<u>UAC</u>	<u>M</u>	<u>MM</u>	<u>MMM</u>	<u>MA</u>	<u>MC</u>	<u>MAC</u>	<u>MMC</u>
	Single	Adult plus Child(ren)	Two Adults	Family	Single	Two Party	Family	Two Adults	Adult plus Child(ren)	Family (1)	Family (2)
<u>2015 GROSS/NET EMPLOYEE COST</u>											
Health Net Blue & Gold HMO (HB) (3)											
Gross Rates	662.09	1,191.76	1,390.38	1,920.06	357.44	714.88	1,072.32	1,085.73	887.11	1,615.41	1,244.56
Employer Contribution	515.54	927.97	1,029.88	1,442.31	357.44	714.88	1,072.32	1,029.88	887.11	1,442.31	1,244.56
Net Cost	146.55	263.79	360.50	477.75	0.00	0.00	0.00	55.85	0.00	173.10	0.00
Kaiser Permanente - CA (KN & KS)											
Gross Rates	560.69	1,009.25	1,177.46	1,626.01	251.81	503.62	755.43	868.58	700.37	1,317.13	952.17
Employer Contribution	435.55	784.00	914.80	1,263.25	251.81	503.62	755.43	868.58	700.37	1,263.25	952.17
Net Cost	125.14	225.25	262.66	362.76	0.00	0.00	0.00	0.00	0.00	53.88	0.00
Western Health Advantage (WH)											
Gross Rates	578.72	1,041.70	1,215.31	1,678.31	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Employer Contribution	453.58	816.45	952.65	1,315.55	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Cost	125.14	225.25	262.66	362.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CORE Major Medical (CM) (4)											
Gross Rates	108.35	195.03	227.54	314.22	N/A	N/A	N/A	474.98	442.47	561.66	798.26
Employer Contribution	108.35	195.03	227.54	314.22	N/A	N/A	N/A	474.98	442.47	561.66	798.26
Net Cost	0.00	0.00	0.00	0.00	N/A	N/A	N/A	0.00	0.00	0.00	0.00
Blue Shield Health Savings Plan (SP)											
Gross Rates	571.44	1,028.59	1,200.01	1,657.15	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Employer Contribution	446.30	803.34	937.35	1,294.39	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Cost	125.14	225.25	262.66	362.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A
UC Care (SU) (4)											
Gross Rates	723.81	1,302.86	1,520.00	2,099.05	N/A	N/A	N/A	1,151.98	934.84	1,731.03	1,290.63
Employer Contribution	515.54	927.97	1,029.88	1,442.31	N/A	N/A	N/A	1,029.88	927.97	1,442.31	1,290.63
Net Cost	208.27	374.89	490.12	656.74	N/A	N/A	N/A	122.10	6.87	288.72	0.00

NOTES:

- (1) MAC = Split Medicare family with at least one Non-Medicare Adult
- (2) MMC = Split Medicare family with two Medicare Adults plus Child(ren)
- (3) Rates for Medicare families in Seniority Plus with Non-Medicare members enrolled in Health Net Blue & Gold
- (4) Rates for Split-Medicare families with Medicare members enrolled in Blue Shield Medicare PPO

Appendix 8

Parking Rates

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

Berkeley Campus	10% maximum
Davis Campus	\$5 maximum (FY 15-16 & FY 16-17) \$10 maximum (FY 17-18 & FY 18-19)
Irvine Campus	\$10 maximum
Irvine Medical Center	\$12 maximum
Los Angeles Campus	\$10 maximum
Merced Campus	\$5 maximum
Riverside Campus	\$10 maximum
San Diego Campus & Health System	Please see attached
San Francisco Campus & Medical Center	10% maximum
Santa Barbara Campus	Please see attached
Santa Cruz Campus	Please see attached

UC SAN DIEGO CAMPUS AND HEALTH SYSTEM							
Permit Name	Permit Description	Current Rates	1/1/2015 Proposed Rates	2015-16 (cap level)	2016-17 (cap level)	2017-18 (cap level)	2018-19 (cap level)
B	Main Staff permit, deducted monthly	\$81	\$89	+\$10	+\$10	+\$10	+\$10
M	Motorcycle	\$22	\$30	+\$10	+\$10	+\$10	+\$10
NW	Night/Weekend	\$14	\$20	+\$10	+\$10	+\$10	+\$10

UC SANTA BARBARA						
Permit Name	Permit Description	Current Rates	2015-16 (cap level)	2016-17 (cap level)	2017-18 (cap level)	2018-19 (cap level)
“B” Annual or “B” Multi-Year (Monthly Rate)	Annual or Multi-Year Staff Permit	\$37.50	+\$10	+\$10	+\$10	+\$10
“B” Quarterly (Fall/Winter/Spring/Summer)	Quarterly Staff Permit	\$118	+\$32	+\$32	+\$32	+\$32
“B” One-Month	One-Month Only Staff Permit	\$56	+\$15	+\$15	+\$15	+\$15
“M” Motorcycle (Monthly Rate)	Annual Motorcycle Permit	\$0*	+\$23.75	+\$5	+\$5	+\$5
“B” Carpool (Monthly Rate)	Annual Carpool Permit	\$18.75**	+\$28.75	+\$10	+\$10	+\$10
“N/WE” Annual or Monthly (Monthly Rate)	Annual or One-Month Night & Weekend Permit	\$16	+\$4	+\$4	+\$4	+\$4

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

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

UC SANTA CRUZ			
Permit Name	Permit Description	Current Rates	2015-16 2016-17 2017-18 2018-19 (cap level)
A Permit	Close-In A Lots (all permit lots except Apts.)	\$66.00/mo	+10% annual
A Permit Quarterly	Close-In A Lots (all permit lots except Apts.)	\$226.50	
Night Permit	Staff who only need to park starting at 3:30PM or after	\$9.25/mo	
A Carpool	Close-In A Lots (all permit lots except Apts.)	\$47.50/mo	May be eliminated
A Carpool Quarterly	Close-In A Lots (all permit lots except Apts.)	\$142.50	May be eliminated
A Scratchers (1/2 packet of 25)	Close-In A Lots (all permit lots except Apts.)	\$99.00	
A Scratchers (1st packet of 50)	Close-In A Lots (all permit lots except Apts.)	\$198.00	
A Scratchers (2nd packet of 50)	Close-In A Lots (all permit lots except Apts.)	\$198.00	
A Scratchers (3rd packet of 50)	Close-In A Lots (all permit lots except Apts.)	\$198.00	
R Scratchers packet of 25)	New	\$90.00	
R Carpool	Remote Carpool Permit	\$39.50/mo	
Motorcycle Permits	All Motorcycle spaces	\$16.50/mo	

UC SANTA CRUZ (cont'd.)			
Quarterly A 1-Day Limited Permit	Staff that work a regular schedule of 1 day per week, valid in all "A" and remote parking lots on-campus	\$43.50	+ 10%
Quarterly A 2-Day Limited Permit	Staff that work a regular schedule of 2 days per week, valid in all "A" and remote parking lots on-campus	\$87.00	
Quarterly A 3-Day Limited Permit	Staff that work a regular schedule of 3 days per week, valid in all "A" and remote parking lots on-campus	\$130.50	
Quarterly A 4-Day Limited Permit	Staff that work a regular schedule of 4 days per week, valid in all "A" and remote parking lots on-campus	\$174.00	

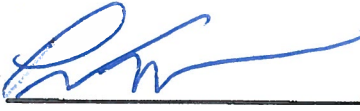
SIDE LETTER AGREEMENT

Article 4: Positions and Appointments – Per Diems

If the Affordable Care Act (ACA) requires medical benefits to be offered to per diem employees by the University, the per diem salary rate will be adjusted to off-set the additional employer cost for those per diem doctors. The University shall notify UAPD at least forty-five (45) days before any such rate adjustment, and shall meet and discuss the proposed changes to per diem rates upon the Union's request.

For the University

For the UAPD

 3-19-15

Peter Chester
Director, Labor Relations

Date

 3/19/15

Jeff Duritz
Chief Negotiator

Date

SIDE LETTER AGREEMENT

HOURS OF WORK: EXTENDED WEEKDAYS AND WEEKENDS

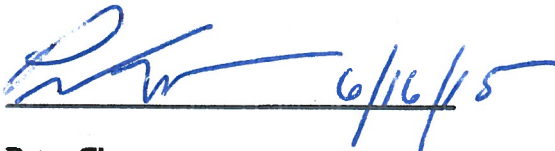
UCI: Doctors who are scheduled to work after 5pm during the week, and/or on the weekends as part of the Student Health Center extended hours program shall receive a monthly stipend equivalent to one (1) hour of their salary rate plus fifteen dollars (\$15.00) for each hour scheduled and worked after 5pm during the week, and/or on the weekend.

UCLA: A doctor who is scheduled to work the four-hour Saturday shift as part of the Ashe Student Health Center's extended hours program shall receive a one hundred seventy-five dollar (\$175.00) lump-sum stipend. The Ashe Student Health Center shall reduce the doctor's work schedule by four (4) hours during the work week (Monday – Friday) that the doctor is scheduled to work the Saturday shift. Work schedules will be established by the Ashe Student Health Center in accordance with Article 18 - Hours of Work. Subject to operational requirements, in scheduling the four (4) hour weekday offset, the campus shall consider the doctor's preferred schedule.

UCSD: Should the Student Health Center discontinue or amend its pilot program with regard to the incentive pay for extended hours, it shall provide notice to the UAPD at least 30 days in advance of implementing such a change.

For the University:

For the UAPD:

A handwritten signature in blue ink, appearing to be "Peter Chester", followed by the date "6/16/15" written in blue ink.

Peter Chester
Director, Labor Relations

A handwritten signature in blue ink, appearing to be "Jeff Duritz", followed by the date "6/16/15" written in blue ink.

Jeff Duritz
Chief Negotiator, UAPD

SIDE LETTER AGREEMENT

Article 7: Continuing Medical Education / Professional Development, § B.

The following amendments to Article 7, § B. shall apply to psychiatrists at UCLA and physicians at UCR in title codes 6000, 6001, and 6002:

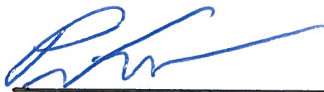
B. Paid Time

1. **Eligibility:** Non-probationary career doctors are eligible for paid development and educational leave.
2. Each calendar year, eligible doctors shall receive paid professional development leave for educational pursuits related to their career in health. Eighty (80) hours of professional development leave shall be available for doctors appointed at ninety percent (90%) or more. The eighty (80) hours shall be prorated, based on appointment rate, for eligible doctors who work less than 90%. Such hours may not be accumulated from year-to-year.
3. **Use of Professional Development Time:** Requests for leave under § B. of this Article shall be submitted in accordance with departmental procedures and are subject to operational considerations.

All remaining provisions of Article 7: Continuing Medical Education / Professional Development shall remain intact and applicable to psychiatrists at UCLA (title code 6000) and physicians at UCR (title codes 6000, 6001, and 6002).

For the University

For the UAPD

 6-15-15

Peter Chester
Director, Labor Relations

Date

 6/15/15

Jeff Duritz
Chief Negotiator

Date

SIDE LETTER AGREEMENT

UC SANTA CRUZ PER DIEM SALARY INCREASES


New Per Diem Rates for Title Codes 6003 and 6004

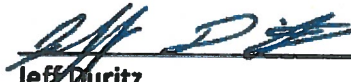
Effective no later than sixty (60) calendar days following the date of ratification, UCSC will increase the hourly pay rate for doctors in Title Code 6004 to ninety dollars (\$90.00) per hour, and for doctors in Title Code 6003 to one hundred dollars (\$100.00) per hour. In the event a per diem doctor's hourly pay rate remains below these new minimum hourly rates after applying the three and one-half percent (3.5%) range adjustment for the 2014-2015 fiscal year in accordance with the provisions of Article XX – Compensation, §B.1., their salary will be increased to the new hourly rate of pay as specified above.

Per diem physicians in Title Codes 6003 and 6004 shall receive retroactive lump sum payments pursuant to the provisions of Article XX – Compensation, § B.3.a) through B.3.e).

For the University:

For the UAPD:


Peter Chester
Director, Labor Relations
6/16/15
Date


Jeff Duritz
Chief Negotiator, UAPD
6/16/15
Date

**SIDE LETTER to Article 24: Sick Leave & Article 22: Vacation
UCB TRANSITION TO FACTOR ACCRUAL**

UCB shall transition from the current Table Accrual System for Sick Leave (set forth below) to the Factor Accrual System (set forth in Article 24: Sick Leave) effective on November 1, 2014.

Table Accrual:

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

*Hours on pay status, including paid holiday hours.

With the exception of the above, all other provisions set forth in Article 24: Sick Leave apply to UCB.

UCB shall transition from the current Table Accrual System for Vacation (attached) to the Factor Accrual System (set forth in Article 22: Vacation) effective on November 1, 2014.

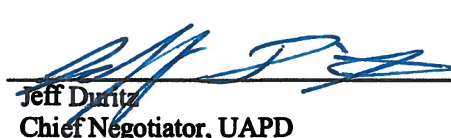
For the University:

For the UAPD:



Peter Chester
Director, Labor Relations

9-25-14



9/25/14

Jeff Dunitz
Chief Negotiator, UAPD