

University of California

And

**The International Association of
Fire Fighters
(IAFF)**

AGREEMENT

July 1, 2016 – June 30, 2020

Table of Contents
UC-IAFF Agreement
July 1, 2016 - June 30, 2020

Article 1	Access
Article 2	Agreement
Article 3	Arbitration Procedure
Article 4A	University Health & Welfare Benefits
Article 4B	University Benefits Retirement & Savings Plan
Article 5	Campus Closure
Article 6	Compensation
Article 7	Corrective Action/Discipline and Dismissal
Article 8	Development & Training
Article 9	Duration of Agreement
Article 10	Grievance Procedure
Article 11	Health & Safety
Article 12	Holidays
Article 13	Hours of Work
Article 14	Indemnification
Article 15	Labor-Management Meetings
Article 16	Layoff & Reduction in Time
Article 17	Leaves for Union Business
Article 18	Leaves of Absence
Article 19	Management Rights
Article 20	Medical Separation
Article 21	Multiple Appointments
Article 22	No Strikes
Article 23	Nondiscrimination in Employment
Article 24	Out of Class Pay/Temporary Assignment
Article 25	Parking
Article 26	Payroll Deduction
Article 27	Performance Evaluation
Article 28	Personnel Files
Article 29	Position/Appointment
Article 30	Probationary Period
Article 31	Reasonable Accommodation
Article 32	Release Time for Bargaining
Article 33	Resignation/Job Abandonment
Article 34	Respectful & Fair Treatment
Article 35	Severability
Article 36	Sick Leave
Article 37	Subcontracting
Article 38	Transfer/Promotion/Reclassification
Article 39	Travel Reimbursement
Article 40	Vacation
Article 41	Waiver
Article 42	Work-Incurred Injury or Illness
Article 43	Work Rules
Article 44	Uniform & Personal Protective Equipment
Appendix A	Salary Table
Appendix B	Grievance Form
Appendix C	Enumeration of Benefits
Appendix D	Supplement to Military Pay
Signature Page	Memorandum of Negotiators

ARTICLE 1 ACCESS

A. GENERAL PROVISIONS

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

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

1. Designated union representatives who are not University employees, or who are not employed at the facility visited, may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit members' matters pertaining to this Agreement. In the case of visits for the purpose of conducting unscheduled meetings with bargaining unit members, the union representative shall give notice upon arrival in accordance with local campus/hospital procedures.
2. IAFF will furnish the University with a written list of all IAFF representatives, IAFF designated employee representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner by IAFF and any changes, additions or deletions to the list must be made in writing to the University.
3. Such internal union business as membership recruitment, campaigning for union office, hand billing or other distribution of literature, and all other union activities shall take place during time scheduled in advance with the University according to local campus/hospital procedures.
4. Designated union representatives may request access to Fire Fighters during work hours with the prior approval of the University. Approval will be at the discretion of the University.

C. EMPLOYEE REPRESENTATIVES

1. The University shall recognize IAFF designated employee representatives who are members of the bargaining unit. The function of the IAFF designated employee representative shall be to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.

2. For the purposes of receiving paid release time as provided in this Section, IAFF may designate four (4) unit employees as "IAFF designated employee representatives" at each campus. Additionally, in the event a campus has more than two-hundred (200) employees, IAFF may designate one (1) additional IAFF designated employee representative for each additional one-hundred (100) bargaining unit members thereafter, up to a maximum of seven (7) IAFF designated employee representatives. IAFF shall not designate more than one (1) IAFF designated employee representative per department of one-hundred (100) employees or less. For each additional one-hundred (100) employees, or fraction thereof, in a department IAFF shall be allowed one (1) additional representative in that department.
 - a. The total cumulative use of paid release time for the IAFF designated employee representative shall be limited to ten (10) hours in any one (1) month. University-convened meetings pursuant to Article 10 - Grievance Procedure, shall not be deducted from this block of time.
 - b. The use of the maximum of ten (10) hours shall be for grievance-related activity such as:
 - 1) the initial hand-delivered filing of a grievance and the retrieval of University documents provided pursuant to a written request for information related to a grievance;
 - 2) one (1) on one (1) meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement which is at the Informal Review stage of Article 10 - Grievance Procedure;
 - 3) meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievance are presented/signed or with whom time limit agreements are achieved;
 - 4) Informal Review meetings held pursuant to Section E of Article 10 - Grievance Procedure;
 - c. A request for release time will be made to the IAFF designated employee representative's supervisor prior to the activity. Such approval shall be granted solely on the basis of operational needs and shall not be denied unreasonably.
 - d. At its sole discretion, the University may authorize use of release time for more than ten (10) hours in a month per department. The exercise of this discretion and/or the enforcement by the University of the ten (10) hour maximum shall under no circumstances establish a precedent for the IAFF designated employee representative or department involved nor shall the allowance of greater than ten (10) hours in a month for an IAFF designated

employee representative have any effect or bearing on the ability of the University to enforce the ten (10) hour maximum on any other IAFF designated employee representative.

- e. Should a question of possible abuse of these release time provisions arise, the University will so notify IAFF, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.
- f. In the event that release time granted under Section C.2.a above is not sufficient for the representative's duties and additional time is not granted under Section C.2.d above, the employee representative may elect to use vacation time in accordance with Article 40 - Vacation, or leave without pay in accordance with Article 17 - Leaves for Union Business.

D. MEETING ROOMS AND BULLETIN BOARDS

- 1. IAFF shall be granted use of general purpose meeting rooms. Such use shall be arranged in accordance with the usual practice for employee organizations and will not be unreasonably denied. Where the usual practice involves providing advance notice to a designated campus/hospital, IAFF shall observe such practice. Room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for purposes such as teaching, or patient care-related purposes or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative.
- 2. IAFF shall have access to general purpose bulletin boards and shall have the use of those bulletin boards subject to campus custom, usage and practice. Any materials posted must be dated and initialed by the union representative responsible for the posting and a copy of all materials posted must be provided 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 IAFF provided material within one (1) business day.

E. MAIL DELIVERY

United States mail which is received by the University bearing an employee name and accurate address will be placed in the employee mailboxes in the normal manner. In departments where employee mailboxes exist, the union shall have reasonable use of them. In departments where individual mailboxes are in a restricted work area, IAFF may make arrangements with the responsible University official in the restricted work area to have the IAFF mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute IAFF mail to employees by the normal method.

F. ACCESS TO EMPLOYEE HOME ADDRESS AND TELEPHONE NUMBERS

1. On a monthly basis, the University shall provide IAFF with an electronic list via File Transfer Protocol (FTP) of all employees in the bargaining unit. The list will include the following: name, title, title code, date of hire, annual salary rate, percentage appointment, appointment type, campus mailing address and hiring unit. In addition, the list will 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 provide IAFF a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit.
2. The Union will inform bargaining unit employees of their right to designate their home address and telephone number as confidential. Such notice will be provided when the union provides its "Hudson" notice to employees.
3. The University will delete from bargaining-unit employees' employment forms the option of withholding home addresses and phone numbers from the Union.
4. Upon written request by IAFF, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which IAFF 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. IAFF will bear all costs associated with this service.
5. 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 to it under this Article.
6. The Union 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 Section F; or (b) any action of the Union taken pursuant to, or in violation of, this Section F. The Regents will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision.

G. ACCESS TO AGREEMENT

Following ratification and approval by the parties, the University shall publish the agreement on a designated website.

H. TELEPHONE

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Article 10 - 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 employee's completion of work assignments, nor impair the efficiency of University

operations. 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.

I. E-MAIL USE

IAFF designated employee representatives may use their University e-mail account for the purpose of conducting union business which is specifically authorized by Article 10 - Grievance Procedure. The use of email accounts shall be protected as outlined in the University's Electronic Communication Policy. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

J. CAMPUS-WIDE NEW EMPLOYEE ORIENTATION

1. The University shall notify IAFF in advance of scheduled new employee orientations, if any, upon request of the local IAFF representative.
2. At the University's new employee orientations, if any, packets of information supplied by IAFF, which may include information about the time and location of the IAFF meeting, shall be made available. Employees may attend IAFF's meeting on non-work time, such as lunch or break times.
3. IAFF shall be permitted to meet with the new bargaining unit employees according to campus/hospital timetables and practices immediately after new employee orientation sessions, if any, for the purpose of sharing information with new bargaining unit employees.
4. The University and IAFF agree to meet and discuss on a campus basis over arrangements to accomplish the goals of this Section.

ARTICLE 2 AGREEMENT

This Agreement, effective July 1, 2016, is entered into between the University of California, Davis, for The Regents of the University of California, a corporation (hereinafter referred to as the "University", or "management", or "employer"), represented by the Office of the President of the University of California system, and International Association of Fire Fighters Local 4920 union, (hereinafter referred to as "IAFF" or the "union"), pursuant to the provisions of the Higher Education Employer-Employee Relations Act (HEERA).

A. PURPOSE

1. It is the intent and purpose of the parties that this Agreement constitutes an implementation of the provisions of HEERA, and provides for orderly and constructive employment relations in the public interest, in the interests of the employees represented by IAFF, and in the interests of the University.
2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to employer-employee relationship that exists between them relative to the scope of bargaining.

B. EXCLUSIVE REPRESENTATIVE

The University recognizes IAFF 4920, which was certified by the Public Employment Relations Board (PERB) on June 8, 2010 as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees, excluding employees defined by HEERA as managerial, supervisory and/or confidential and all student employees whose employment is contingent upon their status as students, in the bargaining unit.

C. EMPLOYEE DEFINED

The term "employee" as used in this Agreement shall refer to employees of the University of California in the unit, except for those excluded pursuant to Section B, above.

The classifications and title codes included in the unit are listed in Appendix A.

D. CREATION OF NEW CLASSIFICATIONS

1. IAFF recognizes that the University has the exclusive right to establish new title codes and titles for any individual, position, or title included in or excluded from the bargaining unit as defined in Section B, of this Article. The University shall advise IAFF of any such new title/title code.
2. When the University creates a new classification and title within the bargaining unit, the University shall provide a notice to IAFF of the classification's bargaining unit assignment at least sixty (60) calendar days before the proposed date of

implementation. The notice to the union shall include a statement or reason(s) for the creation of the new classification. IAFF 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. Employees shall not be placed in the new classification/title until the thirty (30) day notice period is complete. If IAFF does not contest the bargaining unit assignment of the newly created position within the thirty (30) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and employees shall be assigned to the newly created classification.

- a. If the new classification is in the bargaining unit in accordance with the provisions of Section D.1, above, the University and IAFF shall meet and confer regarding the salary range and ancillary pay practices for that new classification, except that the salary rate for a newly established Per Diem position shall be in accordance with the provisions of Article 29 - Positions/Appointments.
 - b. If IAFF contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar days of receiving notice from the University, the University and IAFF shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
 - c. No employees shall be assigned to the newly established classification or title until the bargaining unit assignment is either agreed to or resolved by PERB, although the duties associated with the position may be assigned to the affected employees.
3. When the University creates a new classification and title outside the bargaining unit the University shall mail a notice to IAFF of the classification's bargaining unit assignment, if any. IAFF shall notify the University within thirty (30) calendar days of the mailing of the notice if IAFF intends to challenge the University's bargaining unit assignment of the new title and classification. The parties will meet to discuss IAFF's concerns. Following the discussions, any unresolved disputes may be submitted to PERB for resolution.

E. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

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

discuss the University's proposed action. If the parties are unable to reach agreement regarding the University's proposed action, the University may commence, PERB unit modification procedures, as outlined under PERB regulations. Until the bargaining unit assignment is either agreed to by the parties or finally resolved through the PERB unit modification procedures, one (1) the affected position(s) or title(s) shall remain in the unit and shall remain covered by all provisions of this Agreement, two (2) the University may, in compliance with Article 6 - Compensation, Section G, Other Increases, of this Agreement, increase compensation for the affected position(s) or title(s), and three (3) the duties associated with the proposed reclassification may be assigned to the affected employee(s).

F. ABOLITION OF CLASSIFICATIONS

The University shall inform IAFF when classifications are abolished. The University will provide IAFF with sixty (60) calendar days' notice of its intent to abolish a classification. The notice to the union shall include a statement of the reason(s) for the abolition. In the event employees will be affected by the abolition of a classification, the University and IAFF shall, following the request of IAFF, meet and confer about such effects at least thirty (30) days before the intended date of implementation unless the parties agree otherwise. The University shall not abolish the classification unless the parties have reached agreement through the meet and confer process over effects of the decision, or conclusion of the impasse process.

ARTICLE 3 ARBITRATION PROCEDURE

A. GENERAL CONDITIONS

1. An appeal to arbitration may be made only by the union and only after the timely exhaustion of Article 10 - Grievance Procedure. The appeal to arbitration must be signed by the President of IAFF Local 4920, and filed with the UC Davis Campus Office of Labor Relations.
 - a. When hand delivered, proof of service must accompany the appeal to arbitration. The date of receipt will be used to determine the date of the appeal for hand delivered appeals.
 - b. 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 the appeal for mailed appeals.
 - c. When emailed, the submission must be sent to the following email address: ucdgrievance@ucdavis.edu. The submission must include PDFs of all documents, information and signatures necessary to be in compliance with the Arbitration Procedure provisions of this Agreement. The “date of filing” for the emailed appeal shall be the date received on the University server, provided that the appeal is received during business hours. If an appeal is received outside of normal business hours, the first following business day will be deemed the filing date.
2. For the purposes of this Article, time limits are calculated in calendar days, and deadlines which fall on a day which is not a University/campus business day will automatically be extended to the next business day. All time limits may be extended by written agreement of the parties in advance of the expiration of the time limit. 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 Step 2 answer will be considered final.
3. If the appeal to arbitration is withdrawn or an arbitration hearing otherwise does not take place, the University's Step 2 answer shall be considered final.
4. The decision of the arbitrator on any issue properly before her/him shall be final and binding.
5. An appeal to arbitration shall not prohibit efforts by the University and IAFF to resolve the grievance during the time the appeal is pending and until such time that an arbitrator has rendered her/his decision.
6. IAFF shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the union and/or on the behalf of employees. An

agreement by the parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s).

7. Where two (2) or more grievances are appealed to arbitration, all 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.
8. TIME LIMITS
 - a. INITIAL FILING - An appeal to arbitration must be filed within thirty (30) calendar days of the issuance of the University's Step 2 decision to the union. Appeals which do not contain the appropriate union signature will be considered ineligible for appeal to arbitration.
 - b. UNIVERSITY ACKNOWLEDGMENT OF RECEIPT - Within fifteen (15) calendar days of the postmark or, in the case of hand delivery the date of receipt, or in the case of electronic delivery the date of filing, of the union's appeal to arbitration, the University shall mail to the union an acknowledgment of the receipt of the appeal and the identity of the location to which all relevant correspondence should be directed.
 - c. SCHEDULING OF THE ARBITRATION HEARING DATE - Within ninety (90) calendar days from the date the grievance was originally appealed to arbitration, the parties shall select an arbitrator and schedule an arbitration hearing date. Should the parties be unable to agree to an arbitration hearing date, the authority to schedule the arbitration hearing rests with the arbitrator. The arbitrator shall have no authority to select an arbitration hearing date if a written request is not made prior to the ninetieth (90th) calendar day. The parties may extend the ninety (90) day limit for scheduling the arbitration hearing by mutual written agreement in advance of the expiration of the time limit. In such cases the arbitrator shall be provided with a copy of the written agreement.
 - d. IAFF REQUEST THAT A GRIEVANCE BE PLACED IN ABEYANCE - Should IAFF make a request that the grievance be placed in abeyance for any reason, the period of abeyance shall not exceed ninety (90) days. The provisions of Section H.1 shall apply to grievances placed in abeyance by IAFF. Failure by IAFF to reactivate the grievance within the ninety (90) day time limit following agreement by the parties that it be held in abeyance will render the grievance ineligible for arbitration and the last preceding University written answer shall become final.
 - e. TIME LIMIT ENFORCEMENT – It is the intent of the parties that the time limits in this Article shall be strictly enforced. The time limits in this Article may be extended by written agreement of the parties.
9. An appeal of an expedited grievance to arbitration may be made only by IAFF in accordance with this Section. Requests for arbitration under the expedited

grievance, Section F.2.e of Article 10 - Grievance Procedure must include a copy of the completed grievance form.

B. DEFINITIONS/TERMS

For the purposes of this Article, the terms:

1. "GRIEVANT", means any employee covered by this contract who has a grievance or complaint (as defined by this Article);
2. "WITNESS", for the purposes of release time, means any employee covered by this contract who is serving as a witness in a grievance proceeding;
3. "EMPLOYEE REPRESENTATIVE", means any employee covered by this contract who is a designated union representative of IAFF, in accordance with the provisions of Article 1 - Access; and
4. "IAFF REPRESENTATIVE", means any person who is a non-university employee acting in the interest of or on behalf of IAFF.
5. "THE PARTIES", means the University and
 - a. the grievant(s); and/or
 - b. the "IAFF representative" or the "employee representative" serving as the grievant's representative.

C. EMPLOYEE REPRESENTATION

Union representation at the arbitration hearing may consist of up to two (2) representatives, with only one (1) of the two (2) representatives being eligible for without-loss-of-straight-time-pay status. Only one (1) of these individuals may be designated as the employee advocate for the course of the hearing.

D. SELECTION OF ARBITRATOR

Within forty-five (45) calendar days of the date of the appeal to arbitration, the arbitrator shall be selected using the following permanent panel procedures:

1. On a case by case basis, the parties may agree to the selection of any qualified and available person to serve as an arbitrator. Absent such agreement, the parties may agree to the selection of an arbitrator from their respective panel.
2. In the event the parties cannot agree to an arbitrator, the parties shall select the names of seven (7) arbitrators from the appropriate panel, as provided in Section L.5 below, by blind lot. The parties shall then alternately strike one (1) name each from the seven (7) names. The first (1st) strike will be determined by a flip of a coin, and the last name remaining shall be the arbitrator.

3. If both parties disagree with the arbitrator who has been selected, the process shall be repeated once in its entirety.
4. A separate arbitrator shall be selected for each grievance appealed to arbitration, unless the parties agree otherwise in writing.
5. The parties may agree in writing to extend the forty-five (45) day limit for selecting the arbitrator. Failure to select the arbitrator within forty-five (45) calendar days, or to achieve a written extension of the time period, will render the appeal to arbitration ineligible for further processing and the University's Step 2 answer will be considered final.
6. If IAFF initiates the selection process in writing to the University with a preferred arbitrator from the arbitration panel and there is no written University response by the deadline for selection of the arbitrator forty-five (45) days from IAFF's appeal to arbitration, then the IAFF choice shall be final unless IAFF initiates the selection process within fifteen (15) business days of the deadline for selection of the arbitrator. In such case, the University shall have fifteen (15) business days to respond to IAFF's choice of an arbitrator and the period for scheduling the arbitration hearing shall be extended by ten (10) business days.
7. All arbitrability disputes, substantive or procedural, shall be subject to arbitration under this Article including disputes arising from University claims that IAFF has lost the right to pursue arbitration of a pending grievance because of untimely processing or that the grievance is ineligible for further processing.
8. The process set forth herein to pursue an arbitrability hearing when the University claims that IAFF has failed to select an arbitrator in a timely manner shall be the exclusive process for such purpose, superseding and/or replacing any other claimed process.

E. SCOPE OF ARBITRATION

1. Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the issue(s) raised by the parties in the Step 2 meeting and the Step 2 response. Issues or allegations which were known or should have been known to either party but not introduced by the Step 2 process shall not be introduced by either party at the arbitration hearing, except as provided in Section E.2, below.
2. When practicable, the University shall inform IAFF in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator in its Acknowledgement of Receipt, according to Section A.8.b above. 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 Section E.3, below. In such case, the parties shall use the selection process

described in Section D above to select two (2) arbitrators. The first (1st) arbitrator will be selected to hear the issues of arbitrability and the second (2nd) arbitrator will be selected to decide the merits of the case if the issues are determined to be arbitrable. Unless either party requests a full and complete arbitration proceeding on the arbitrability issue, the first (1st) arbitrator shall issue either a bench decision, or upon either party's request, a written decision within seven (7) calendar days of the completion of the arbitrability hearing. In the event that the first (1st) arbitrator, as a result of the hearing referenced above determines a matter to be arbitrable, the first (1st) arbitrator shall have no authority to decide the issues pursuant to the merits of the case. A hearing on the merits of the case will be scheduled with the second (2nd) arbitrator, unless the parties agree otherwise.

3. If, following the University's acknowledgement of IAFF's appeal to arbitration in Section A.8.b, the University raises for the first (1st) time issue(s) of arbitrability a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.
4. Section E.1 and Section E.2 above, shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case.
5. If the union requests a postponement of the scheduled arbitration hearing following the University's raising issue(s) of arbitrability, the hearings on arbitrability and facts, if any, shall be separate, and the provisions of Section E.3 above, shall apply.

F. ARBITRATION PROCEEDING

1. The parties will attempt to agree on a location for the arbitration hearing.
2. The arbitration hearing shall be closed to anyone other than the participants in the arbitration hearing, unless the parties otherwise agree in writing.
3. The arbitration hearing shall provide an opportunity for IAFF and the University to examine and cross-examine witnesses under oath or affirmation, and to submit relevant evidence.
4. Settlement offers made any time during the Grievance and/or Arbitration Procedure shall not be introduced as evidence in the arbitration hearing.
5. Either or both parties may, at their discretion, file briefs 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.

6. 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.
7. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, IAFF has the burden of initiating the steps in the procedure. With the exception of those cases in which the issue is that of actions taken by the University pursuant to Article 7 – Corrective Action/Discipline and Dismissal, IAFF 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 7 – Corrective Action/Discipline and Dismissal, shall be the University's.
8. Prior to the hearing, the parties may endeavor to exchange the names of known witnesses and relevant materials to be introduced at the hearing.

G. AUTHORITY OF THE ARBITRATOR

1. 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 IAFF or the employee(s) any terms which were not obtained in the negotiation process.
2. 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 her/his own motion.
3. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed.
4. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before her/him by the representatives of the parties at the hearing. In all respects s/he shall assure that the hearing is a fair one. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing, or within the post-hearing time lines agreed to by the parties during the hearing.

H. ARBITRATION REMEDIES

1. No remedy by an arbitrator with respect to any grievance which shall be submitted to her/him shall in any case be made retroactive to a date earlier than thirty (30) calendar days prior to the filing of the Step 1 grievance, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages. For grievances involving the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, an award of an

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. Additionally, no remedy shall be provided for any period of time during the grievance and/or arbitration procedure for which an extension of time limits has been granted at the request of IAFF; any period of time between the date a hearing was originally scheduled to be held, and due to a request from IAFF to postpone or change the scheduled hearing, the rescheduled date of the hearing; or any time an employee was on strike.

2. In any decision of a grievance appealed to arbitration involving retroactive payments, the appropriate University and IAFF representatives shall expeditiously determine the identity of the payees and the specific amount owed each payee. Such amount of payment shall be final and no employee or group of employees may subsequently grieve the amounts owed.
3. 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 and shall not include the awarding of interest or any other payment/credit unrelated to a University benefit amount or the employee's hourly wage.
4. Upon the motion of either party, or at her/his own discretion, an arbitrator may retain jurisdiction in cases involving an award of retroactive monetary payment and/or credit.
5. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee the University pay, University benefits or University rights lost less any compensation from any source, including but not limited to Workers' Compensation, Unemployment Compensation or other employment.

I. COST OF ARBITRATION

1. The cost of the arbitrator and expenses of the hearing will be shared equally by the University and IAFF. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic 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 or 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 or postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

J. PAY STATUS

1. The grievant, as defined in Article 10 - Grievance Procedure, Section A.4.a, (one [1] grievant in a group grievance) shall be in a without-loss-of-straight-time-pay status at the arbitration hearing.
2. The University and IAFF shall establish a reasonable schedule for witness(es)' testimony at the arbitration proceeding. Employee witnesses who appear at the arbitration hearing at the request of IAFF shall be in a without-loss-of-straight-time-pay status for the time spent actually giving testimony or waiting to testify in accordance with the established schedule. Every effort shall be made by IAFF to avoid the presentation of repetitive witnesses.
3. Total release time for the grievant, employee representative and witness(es) for travel to/from the hearing and for participation in the hearing shall not exceed either their normally scheduled hours of work for the day(s) of the hearing or their actual participation in the hearing. Participants shall travel to/from the hearing via the most expeditious method of transportation available.
4. Not more than one (1) employee representative will be released in without-loss-of-straight-time-pay status for attendance at any one (1) arbitration hearing.
5. The University shall not be responsible for any lodging, travel expenses or other expenses incurred by grievants, witnesses, employee or IAFF representatives with regard to the union's presentation in the arbitration hearing.

K. EXPEDITED ARBITRATION

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

L. ARBITRATION PANEL

1. The parties will make an attempt to agree on the panel of fifteen (15) arbitrators. If agreement cannot be reached on the names of the arbitrators on the list, the remaining number of arbitrators needed to complete a panel will be selected alternately by the parties. The party selecting first (1st) shall be determined by a flip of a coin.
2. After one (1) year from the date the panel members were initially selected, and annually thereafter, each party shall have the right to eliminate up to one (1) arbitrator from the panel. A party exercising this right shall notify the other party in writing of the name of the arbitrator to be stricken from the panel.
3. In replacing arbitrators who were eliminated from the panel, the procedure in Section L.1 shall be used again but any arbitrator eliminated in Section L.2 above, may not be placed back on the panel until at least one (1) year from the date on which such arbitrator was stricken.

4. In the event one (1) vacancy in the panel of arbitrators occurs, other than the elimination of an Arbitrator by the parties pursuant to Section L.3, above, such vacancy may be filled by the parties within thirty (30) calendar days, using the procedures in Section L.1 and 2 above, if the parties agree that a replacement is necessary. In the event more than one (1) vacancy in the panel of arbitrators occurs, such vacancy shall be filled by the parties within thirty (30) calendar days by using the procedures in Section L.1 and 2 above, unless both parties agree that no replacement is necessary prior to the annual panel review.
5. The List of Arbitrators are:

Armon Barsamian	Katherine J. Thomson
Nancy Hutt	Joe E. Henderson
Ronald Hoh	Luella Nelson
Alexander Cohn	David Weinberg
John Kagel	Paul Staudohar
Frank Silver	Barry Winograd
Paul Roose	Norman Brand
John LaRocco	

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

A. GENERAL CONDITIONS

Eligible employees may participate in a number of benefit programs generally available to eligible staff employees of the University.

1. Health and Welfare Benefits

- a. The University health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options in accordance with the University's systemwide open enrollment procedures for the appropriate year. The University may, at its sole discretion, alter its health and welfare programs. Such alterations may include, but are not limited to, altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established plans or programs. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to eligible staff employees at the UC Davis main campus, excluding its Health System.
- b. The University's maximum monthly rates of contribution for bargaining unit employees who are eligible for and elect to enroll in a health plan shall be the same as the contribution rates for such benefits for other staff employees.
- c. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.
- d. In the event the current Memorandum of Understanding (MOU) expires, the parties agree that the terms of this Article 4-A – University Health and Welfare Benefits preserve the status quo and will continue in full force an effect unless otherwise expressly modified by mutual agreement of both parties.

B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. **Temporary Layoff/Temporary Reduction In Time/Furlough**

Health plan contributions by the University will be provided for unit employees, in accordance with Section A. 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 benefit documents, rules and/or regulations.

2. Military Leave

An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents current at the time the leave occurs.

3. Leaves Of Absence Without Pay

- a. Approved leave without pay shall not be considered a break in service and, except as provided in Section B.3.c. below, shall not determine eligibility for benefits.
- b. Except as provided in Section B.3.c. below, an eligible employee on approved leave without pay may, in accordance with the benefit plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the benefit plan documents, rules and regulations.
- c. An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status for a period of up to twelve (12) workweeks in any twelve (12) month period. However, an employee who exhausts her entitlement to health benefit coverage while on an approved Pregnancy Disability Leave that runs concurrently with Federal Family and Medical Leave, shall not be entitled to an additional twelve (12) workweeks of health benefit coverage under the State Family Care and Medical Leave Act. Other group insurance coverage shall be continued in accordance with the provisions of the applicable group insurance regulations.

C. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of benefits in effect on the date the Agreement is signed is found in Appendix C. IAFF understands and agrees that the descriptions contained in Appendix C do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to IAFF.

Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of

appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

D. REDUCED FEE ENROLLMENTS

If the University determines to provide reduced fee enrollments to qualified retired annuitants, it will apply to retired members of the F3 bargaining unit to the same extent as for any staff employees.

ARTICLE 4-B
UNIVERSITY BENEFITS RETIREMENT AND SAVINGS PLANS

A. GENERAL CONDITIONS

1. Retirement and Savings Plans

The 2016 Retirement Options Task Force has met and made recommendations to the President regarding 2016 Retirement options changes. The scope of the task force includes:

- Pension-eligible pay for the 2016 defined benefit plan for future UC employees must mirror the cap on pension benefits for state employees under the California Public Employees' Pension Reform Act of 2013 (PEPRA), and,
- Possible Defined Contribution Options either in combination or as an alternative to the 2016 Defined Benefit plan.

In the event these changes are adopted by the Regents said changes will apply to the F3 unit in the same manner as they apply to eligible unrepresented Safety Tier employees at the University. However if these changes are not applied to employees in the PA unit represented by the Federated University Police Officers Association as a result of successor negotiations with the University, the University will meet and confer regarding whether these changes will continue to apply to the F3 unit. If the 2016 options include changes other than a cap on pension eligible pay, or defined contribution options, the University will meet and confer regarding these changes.

The University maintains several retirement and savings plans for eligible University employees. As of July 1, 2010, such plans include, but are not limited to, the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DCP), and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may, at its option, alter, amend and/or terminate the existing UCRS plans, to the extent permitted by law and consistent with the plan terms, and establish new retirement and/or savings plans for the UCRS. Such alterations include, but are not limited to, altering eligibility criteria; altering or deleting current benefits; changing the carrier or administrator for established plans or programs. In the event the University makes such alterations, the changes shall apply to employees eligible for retirement benefits within the unit in the same manner as they apply to eligible Safety employees at the Davis Campus.

2. Pension Contributions

a. Employee contributions to the UCRP are currently 9.0%.

3. In the event the current Memorandum of Understanding (MOU) expires, the parties agree that the terms of this Article 4-B - University Retirement and Savings Plans, preserve the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.

4. Other than the recommendations made by the 2016 Retirement Options Task Force described above, the University does not currently anticipate further changes to the retirement plan and retiree health plan for Safety employees during the term of this Agreement. However, if the University decides that further changes to the retirement plan or retiree health plan for Safety employees are necessary, the parties agree that the University will provide IAFF notice of the proposed changes and that IAFF will have an opportunity to request to meet and confer over any proposed changes within the scope of representation.

B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. Military Leave

An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents.

2. Leaves Of Absence Without Pay

- a. Approved leave without pay shall not be considered a break in service and, except as provided in Section B.2.c, below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.
- b. Except as provided in Section B.2.c, below, an eligible employee on approved leave without pay may, in accordance with the benefit documents, rules and regulations, elect to continue University-sponsored benefits for the period of time specified in the benefit documents, rules and regulations.
- c. An employee on an approved Family Care and/or Medical Leave shall continue to be eligible for retirement benefits in accordance with the provisions of the applicable group insurance and retirement system regulations.

C. ENUMERATION OF UNIVERSITY RETIREMENT AND SAVINGS PLANS

For informational purposes only, a brief outline of retirement and savings plans in effect on the date the Agreement is signed is found in Appendix C. IAFF understands and agrees that the descriptions contained in Appendix C do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to IAFF.

Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable plan documents and regulations, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. In addition, under the University's Plan Documents and Plan Regulations, only those bargaining unit members whose principal duties are active firefighting (suppression) and prevention services are eligible for membership in the University's Safety retirement program. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

D. ELIGIBILITY FOR SAFETY RETIREMENT

Pursuant to the University's Plan Documents and Plan Regulations governing its retirement plans, only those bargaining unit members whose principal duties are active firefighting (suppression) and prevention services are eligible for membership in the University's Safety retirement program. The University has determined that the prevention duties currently assigned to forty (40) hour fire fighter classifications do not meet the requirement of performing active

firefighting (suppression). The parties agree that effective July 1, 2011, all employees performing prevention duties currently assigned to forty (40) hour fire fighter classifications shall no longer be eligible for participation in the University's Safety retirement program, but shall instead be placed in the University's existing UCRP with social security retirement program.

E. REDUCED FEE ENROLLMENTS

If the University determines to provide reduced fee enrollments to qualified retired annuitants, it will apply to retired members of the F3 bargaining unit to the same extent as for any staff employees.

ARTICLE 5 CAMPUS CLOSURE

A. GENERAL PROVISIONS

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; adjustments to reduce levels of work activity due to transition periods in the academic calendar; "seasonal" or "holiday" influences on scheduled work activities; 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. When feasible, the University shall provide IAFF 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 the employee whole for the number of days the notice was deficient.

B. PAY STATUS

During a total or partial closure or curtailment of operations described in Section A above, whether or not the University is able to anticipate such event, one (1) or a combination of the following pay-status options may apply to affected employees.

1. Employees may elect to use accumulated vacation leave during the closure period. Newly-employed unit members will be allowed to use accrued vacation even if the required six (6) continuous months or quadri-weekly cycles on pay status have not been completed. Employees without sufficient accrued vacation time will be allowed to use up to three (3) days vacation leave prior to actual accrual.
2. Employees may elect to use accrued compensatory time to cover the scheduled time off or to offset the use of vacation time.
3. Employees who do not use vacation or compensatory time off may elect to take a leave-without-pay during the closure. Notwithstanding the provisions of Article 40 - Vacation, and Article 36 - Sick Leave, if an employee is in leave-without-pay status due to a location closure which is three (3) consecutive days or less in duration, such a full-time or part-time employee shall continue to accrue vacation and sick leave at her/his normal rate.

C. UNPAID STATUS

Employees who do not select from Section B.1, 2, or 3, above or who do not qualify for Section B.1, 2, or 3, above, shall, for the period of time necessary, be placed in a leave-without-pay status. The hourly accrual provisions in Section B.3, above, related to location closure(s) shall also apply to employees who are placed in leave-without-pay status.

ARTICLE 6 COMPENSATION

A. WAGES

Firefighters shall be paid an hourly rate in accordance with the applicable salary range/step information set forth in Appendix A.

Effective July 1, 2011, the steps of the salary range for the Fire Fighters (F3) Unit classifications were adjusted to a 5% differential between full steps. The salary ranges are set forth in Appendix A.

B. PERFORMANCE-BASED STEP INCREASES

For each year this contract is in effect, non-probationary career staff who are at least one step below the maximum of their salary range shall receive a one-step increase in July, per Section C.1, below, contingent upon a performance rating of meets or exceeds expectations.

Because the effective date of this contract is retroactive to July 1, 2016, employees shall receive effective July 1, 2016, any step increases they would have received had this contract been entered into by that date.

C. SALARY INCREASES

1. **Effective date of salary increases** – Salary increases shall be effective on the first day of the first full payroll period after the first day of the month in which the increase occurs.
2. Effective July 1, 2016, salaries and salary ranges shall be increased by 3%.
3. Effective July 1, 2017, salaries and salary ranges shall be increased by 3%.
4. Effective July 1, 2018, salaries and salary ranges shall be increased by 3%.
5. Effective July 1, 2019, salaries and salary ranges shall be increased by 3%.

D. EQUITY STEP ADJUSTMENTS

The University may increase, during the term of this Agreement, individual salary rates or ranges, shift differentials, on-call rates and/or extend coverage of such rates for selected individuals and/or classifications. Nothing shall preclude the University from providing equity increases. The University shall inform IAFF at least thirty (30) calendar days prior to implementing the increases referenced in Section C. Upon receipt of a timely written request from IAFF, the University shall meet and discuss the proposed increase.

The range and rate adjustments, base or non-base, if any, provided in section D of this Article shall not be subject to Article 10 – Grievance Procedure, or Article 3 – Arbitration Procedure, of this Agreement.

E. ORDER OF INCREASES

If more than one (1) salary adjustment takes place on the same date, actions occur in the following order:

1. Salary range adjustment;
2. Across-the-board increases, if any;
3. Merit increases, if any;
4. Increases resulting from promotion or reclassification.

F. AWARD PROGRAMS

The University retains the right to continue, modify or abolish campus award programs. Award Programs, if any, for members of the bargaining unit may be implemented according to local procedures. Award Programs, if any, are available to employees in the unit, as they are also available to other eligible employees.

G. CERTIFICATION PAY

1. UCD – Hazmat

- i. Fire Fighters may be required to become HazMat certified and maintain such certification, and to perform HazMat duties at the Technician or Specialist level(s). The University will continue to provide and pay for successfully completed HazMat training and certification, in accordance with current UC Davis practice(s).
- ii. Normally HazMat teams will not be required to perform clean-up duties; however, when clean-up is incidental to mitigating the emergency and is small in nature, the University may require that clean-up duties be performed.
- iii. As soon as practicable upon ratification of this Agreement, the base pay of all Firefighters who are or become certified as California Hazardous Materials Technicians or Specialists shall receive an increase of five percent (5%). The parties understand that this change may require the creation of a new classification for non-hazmat certified Firefighters and therefore it may not be able to be implemented upon ratification, but will be implemented as soon as practicable. Until this change is implemented, Firefighters who are or become certified as California Hazardous Materials Technicians or Specialists and who are assigned Hazmat duties shall continue to receive a stipend of five percent (5%) of her/his current step.

**ARTICLE 7
CORRECTIVE ACTION/DISCIPLINE AND DISMISSAL**

A. GENERAL PROVISIONS

1. The University shall have the authority to discipline or dismiss a non-probationary career employee for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or for failure to perform satisfactorily.
2. A non-probationary career employee who alleges that discipline and/or dismissal is not based on just cause may appeal such action pursuant to the provisions of Article 10 - Grievance Procedure.

B. TYPE OF DISCIPLINE

1. The University may discipline an employee by written warning, salary decrease, disciplinary demotion, suspension without pay, or dismissal. An oral reprimand is not considered discipline and is therefore not subject to Article 10 - Grievance Procedure of this Agreement, although an oral reprimand may be used to demonstrate that an employee had knowledge of her/his actions which could subsequently lead to discipline. At least one (1) written warning shall precede any discipline other than a written warning, except as noted in Section B.2, below.
2. Performance or conduct that an employee knew or reasonably should have known would result in suspension, disciplinary demotion, salary decrease or dismissal, do not require a written warning prior to the initiation of such discipline. Such performance or conduct includes but is not limited to dishonesty, theft, misappropriation of University property, fighting on the job, making verbal or physical threats, acts or conduct which could endanger themselves or others, insubordination, or other serious misconduct of a nature which requires removing the employee from the premises.

C. INVESTIGATORY LEAVE

1. The University may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of employee misconduct which warrant relieving the employee immediately from all work duties and removing her/him from the premises.
2. The investigatory leave must be confirmed in writing to the employee normally not later than three (3) working days after the leave is effective. The confirmation must include the reasons for and the expected duration of the leave.
3. On conclusion of the investigation, the employee shall be informed in writing of the disciplinary action, if any, to be taken. If a disciplinary suspension is imposed, up to fifteen (15) work days of the investigatory leave may be converted to an unpaid disciplinary suspension.

D. NOTICE OF DISCIPLINARY ACTIONS

1. Except as provided in Section D.3, below, written notice of intent to suspend, demote, 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 United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the University in writing of any change in such address. Whether delivery is made in person or by mail, the notice of intent shall be accompanied by Proof of Service specifying 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 effective date of the disciplinary action;
 - b. include a statement of the charge(s) and a copy of the material(s) upon which the disciplinary action is based, and;
 - c. inform the employee that s/he has a right to respond either orally or in writing, to whom to respond, and that the response must be received within ten (10) calendar days from the date of issuance of the notice of intent in accordance with Section E below.
3. A copy of the notice of intent shall be sent to IAFF.
4. When the duration of a suspension would be five (5) work days or less, the affected employee(s) shall, prior to the 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 of the disciplinary action.

E. EMPLOYEE RESPONSE

1. Employee Responsibilities
 - a. The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within ten (10) calendar 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 ten (10) calendar days shall not be unreasonably denied. If the employee chooses to respond orally, the employee may request and, if such request is made, have present a representative, provided the representative is not a University employee who has been designated as supervisory, managerial, or confidential.

2. Management Actions

- a. 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.
- b. Such action may not include discipline more severe than that described in the notice of intent; however, the University may reduce such discipline without the issuance of a further notice of intent.
- c. The effective date of the action shall follow the employee's timely response if received by the ten (10) day response deadline. If no response is received by the tenth (10th) calendar day following the issuance of the notice of intent, the action may be implemented on the eleventh (11th) calendar day following the issuance of the notice of intent.

F. PERSONNEL RECORDS

Maintenance of disciplinary records shall be in accordance with the provisions of Article 28 - Personnel Files.

**ARTICLE 8
DEVELOPMENT AND TRAINING**

A. GENERAL CONDITIONS

1. Employees may participate in career-related or position-related development programs, subject to approval by the department. Employees may request full or part payment of fees and expenses. Approval of any payment for fees and expenses shall be in accordance with campus policies and practices established by the Vice Chancellor for Administration and Resource Management.
2. When the department determines the requested training/development is position- or career-related, or approves release time based on operational considerations, employees shall be granted flexible or alternate work scheduling, leave without pay, leave at full or part pay, provided that:
 - a. the employee has completed her/his probationary period; and
 - b. the employee's performance is satisfactory or better; and
 - c. participation in education or training programs during scheduled work hours is approved in advance by the department.
3. When the department requires attendance at an educational or training program, the department will pay the fees and related costs for materials, travel and per diem (per Article 39 – Travel Reimbursement), and the employee's attendance at the actual program shall be considered time worked.
 - a. travel time for required training programs shall be paid in accordance with Article 13, Section F.
 - b. if a Fire Fighter attends a required forty (40) hour training course, the Fire Fighter may claim up to eight (8) additional hours on his or her timesheet to account for time spent studying.
 - 1) Fire Fighters must request approval from the Fire Chief to utilize "study time" hours prior to attending the training.
 - 2) The Fire Chief has the sole discretion to approve or deny the "study time" request.
 - c. education or training which is suggested or recommended, but not required, is not "required" within the meaning of this Article.
 - d. education or training for the acquisition or maintenance of a license or certificate shall not qualify as "required" within the meaning of this Article.

4. Participation in permissive or mandatory training shall not change the method for overtime calculation as described in Article 13 – Hours of Work.
 - a. Fire Fighters who attend training sessions lasting less than 56 hours in one work week may request to work additional shifts, or partial shifts, during the same twenty-four (24) day work cycle the training occurs in order to reach their standard work hours.
 - b. Fire Fighters must obtain the Fire Chief's approval prior to scheduling, and such approval shall not be unreasonably denied.
5. Employees attending University courses or seminars shall be eligible for fee reductions applicable to other campus staff employees in accordance with University policies and procedures.
6. Non-probationary career employees who are residents of the State of California are eligible to enroll in regular session courses for up to nine (9) units or three (3) courses per quarter or semester, upon payment of one-third (1/3) of the University Registration Fee (URF) and one-third (1/3) of the University Educational Fee (UEF) in accordance with University policies and procedures.. In the event the University provides additional URF and UEF reductions to other eligible staff employees, the employees in this unit shall receive such fee reductions, to the same degree that other staff employees are so eligible.
7. Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.
8. Campus staff training programs shall be available to employees covered by this Agreement to the same extent they are provided to all other staff employees.
9. Nothing contained in this Agreement will preclude the University from granting additional training and career development opportunities.
10. In the event the University establishes new training programs open to all staff employees, bargaining unit employees shall be eligible to participate in such programs to the same degree as other staff employees.

B. RELEASE TIME AND SCHEDULING

1. An employee who has completed the probationary period who wishes to participate in a development program during work time shall request advance approval in accordance with departmental procedures. The Fire Chief has the sole discretion to approve or deny the training request. On completion of the program, the employee may be required to submit verification of successful completion of the program and attendance at the program. Participation in educational or training programs during scheduled work hours must be approved by the University in advance. Such leaves must not interfere with staffing requirements.

2. A non-probationary employee is eligible for up to forty-eight (48) hours of paid release time for job-related training per contract year, prorated based on appointment rate. Such paid release time may not be accumulated or carried over from year to year, and must be scheduled according to staffing requirements. Training courses provided by the University shall be included in the forty-eight (48) hours. Time spent, if any, in career-related training programs shall count against the forty-eight (48) hours.
3. If a Fire Fighter attends a forty (40) hour training course, the Fire Fighter may claim up to eight (8) additional hours on his or her timesheet to account for time spent studying.
 - a. Utilization of such “study time” shall count against the Fire Fighter’s forty-eight (48) hours of release time.
 - b. Fire Fighters must request approval from the Fire Chief to utilize “study time” hours prior to attending the training.
 - c. The Fire Chief has the sole discretion to approve or deny the “study time” request.
4. The provisions of Section B. do not apply to home study courses.

C. ACADEMY PROGRAM

1. Fire Fighter Trainees participating in the Academy Program shall work fifty-six (56) hours per week.
2. The shifts shall be scheduled by the Fire Chief and the Fire Fighter Trainee prior to the commencement of training.

D. DISPUTES

Disputes arising from this Article may be appealed to the department head in writing within thirty (30) days of the denial. The department head, or her/his designee, shall respond in writing within ten (10) days stating reasons the appeal is denied. If the department head fails to provide the required response within ten (10) days, the employee may file a grievance in accordance with Article 10 – Grievance Procedure only through Step 2 of the grievance procedure. In no circumstances shall such grievances be eligible for Article 3 – Arbitration Procedure. The remedy for grievances alleging a violation of this Development article shall be limited to providing the written reasons for the denial of training.

**ARTICLE 9
DURATION OF AGREEMENT**

- A.** The terms and conditions of this Agreement shall be in full force and effect commencing 12:00 midnight on July 1, 2016 and shall terminate at 11:59 p.m. on June 30, 2020, unless the University and IAFF agree to extend any or all of the terms and conditions.

B. SUCCESSOR NEGOTIATIONS

In order to facilitate the negotiations of a successor to this Agreement or this Agreement as amended, the IAFF and the University shall simultaneously exchange, in writing, their intentions and goals for bargaining for a successor Agreement no later than January 15, 2020. Negotiations shall commence on or about March 1, 2020.

- C.** Unless mutually agreed otherwise, one (1) employee per shift representing the IAFF shall receive five (5) shifts of paid release time, if the employee is scheduled to work on the requested day, in order to provide the University with a comprehensive set of initial proposals for the beginning of bargaining.
- D.** Except for Compensation, University Health and Welfare Plans, and University Retirement and Savings Plans, if either party fails to submit an article in its comprehensive set of successor proposals in the agreed upon form by the prescribed dates, that party will be deemed to propose current contract language for such article.

ARTICLE 10 GRIEVANCE PROCEDURE

A. GENERAL CONDITIONS

1. A grievance is a written complaint by an individual employee, a group of employees, or IAFF that the University has violated a specific provision of this Agreement. The University shall not have the right to use the grievance procedure.
2. No employee shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.
3. Filing:
 - a. All grievances must be filed with the campus Labor Relations office at the campus that employs the grievant within the time frames specified in this Article, on a form agreed to by the parties.
 - b. The grievance form must be signed and dated by the employee(s) or the employee's representative upon submission to the University. Union grievances must be signed by the IAFF President or designee.
 - c. The grievance form (see Appendix B) shall be furnished to the employee by either IAFF or the University designee, although failure of a University Representative to provide a grievance form upon request shall not constitute cause for an extension of the time lines for filing, nor shall the employee or IAFF be able to grieve the University's failure to provide a grievance form.
 - 1) Only one (1) subject matter shall be covered in any one (1) grievance. A formal grievance must identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated; describe the action(s) which allegedly violated the identified Article(s) and Section(s), together with the date(s) of the action(s) and describe the remedy requested.
 - 2) Receipt of the grievance shall be acknowledged in writing by the University as soon as practicable following receipt, and sent to the non-work address listed on the grievance form. If the grievance is incomplete or does not identify the information required in Section A.3.c.1, above, the University will advise the representative to complete the information within seven (7) days of the date of the acknowledgement. The provision of information does not in any way extend the original thirty (30) days to file the grievance.
 - 3) For the initial filing of a grievance and grievance appeals, the date filed shall be the date received if hand-delivered. If the grievance is mailed, the date of the U.S. Postal Service postmark shall be

considered the date filed. If the grievance is emailed, the submission must be sent to the following email address: ucdgrievance@ucdavis.edu. The submission must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions of this Agreement. The "date of filing" for the emailed grievance shall be the date received on the University server, provided that the appeal is received during business hours. If an appeal is received outside of normal business hours, the first following business day will be deemed the filing date. Additionally, a grievance may be filed by facsimile if a signed hard copy is received by the University within five (5) business days. The date and the time registered by the University's facsimile machine shall constitute the official date of receipt. If the registered date on the facsimile falls outside the campus's business hours, the following business day shall constitute the official date of receipt.

- d. No remedy shall exceed restoring to the grievant the pay, benefits or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation, or any other employment.

4. DEFINITIONS/TERMS

For the purposes of this Article, the terms:

- a. "GRIEVANT", means any eligible employee covered by this contract who has a grievance or complaint (as defined by this Agreement);
- b. "OTHER GRIEVANCE REPRESENTATIVE", means any person representing an employee covered by this contract, other than an IAFF designated employee representative or an IAFF representative, in the resolution of her/his grievance other than a person who has been designated as supervisory, managerial, or confidential;
- c. "IAFF DESIGNATED EMPLOYEE REPRESENTATIVE", means any employee covered by this contract who is a designated union representative of IAFF, in accordance with the provisions of Article 1 - Access, Section C;
- d. "IAFF REPRESENTATIVE", means any person who is a non-university employee designated by IAFF to act in the interest of or on behalf of IAFF;
- e. "THE PARTIES", means the University and
 - 1) the "grievant(s)", when the grievant(s) is self-represented or is represented by an individual, as defined in Section A.4.b above; or

- 2) the "IAFF representative" or the "IAFF designated employee representative" when the grievant(s) is represented by an individual, as defined in Section A.4.d or Section A.4.c above; or
 - 3) IAFF, when IAFF is itself the grievant.
- f. "WITNESS", for the purposes of release time, means any employee covered by this contract who is serving as a witness in a grievance proceeding.

B. EMPLOYEE REPRESENTATION

A grievant shall have the right to be represented at all steps of the grievance procedure by an IAFF representative or an IAFF designated employee representative, or any other one (1) person of the grievant's choice other than a University employee who has been designated as supervisory, managerial, or confidential.

C. TIME LIMITS

1. Other than the time limits for the initial Step 1 filing of a grievance, the time limits as specified in this Article may be extended by mutual agreement of the parties. Extensions must be in writing and must be signed by the parties in advance. The parties may mutually agree to skip any steps of the grievance procedure. Such an agreement must be in writing and must be signed by the parties.
2. Deadlines that fall on a day that is not a regular business day will automatically be extended to the next business day.
3. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last University response to the grievance and shall be considered ineligible for further appeal.

D. 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 the group or union grievance is related to the implementation of a compensation provision negotiated in a UC/IAFF Agreement, the grievance may be continued if it has moved to Step 2 before the date of the employees' resignation or retirement.

E. GRIEVANCE PROCEDURE - INFORMAL REVIEW

Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first (1st) attempt to resolve informally the grievance with the immediate supervisor.

F. GRIEVANCE PROCEDURE - FORMAL REVIEW

1. Step 1:
 - a. All grievances (individual, group, or union) must be filed either by U.S. mail, hand-delivered to the Employee and Labor Relations Office or emailed to ucdgrievance@ucdavis.edu within thirty (30) calendar days after the date on which the employee or IAFF knew or could be expected to know of the event or action giving rise to the grievance. Informal attempts of settlement to resolve shall not extend time limits including the initial thirty (30) day filing limit
 - b. Grievances received after the filing deadline will be processed solely for the purposes of determining whether the grievance was untimely.
 - c. University Review:
 - 1) The University's written response will be issued to the grievant and the representative, if any, within fifteen (15) calendar days after the formal grievance is filed. If the response is not issued within this time limit, or if the grievance is not resolved at Step 1, the grievance may proceed to Step 2.
 - 2) Resolution of the grievance at Step 1 or earlier, although final, shall not be precedent-setting.
 - d. Sexual Harassment Complaint Resolution Procedures:
 - 1) An employee alleging sexual harassment may elect to substitute a campus Sexual Harassment Complaint Resolution Procedure for Step 1 of the Grievance Procedure. An employee who elects to use the Sexual Harassment Complaint Resolution Procedure may return to the grievance procedure only if they filed a grievance within the thirty (30) day time limit for filing. An employee who elects to resume the regular grievance procedure in place of the Sexual Harassment Complaint Resolution Procedure shall do so by sending written notice to the University. The University's Step 1 Grievance response will be issued within fifteen (15) calendar days after the notice is received by the designated University official.
 - 2) Grievances that allege a violation involving sexual harassment may, at the grievant's option, enter the grievance procedure at Step 2.

2. Step 2

- a. If the grievance is not resolved at Step 1, the grievant or the Union may proceed to Step 2 by filing a written appeal to the Employee and Labor Relations Office within fifteen (15) calendar days of the date the written response is issued or, if not issued, is due. The appeal may be filed by U.S. mail, hand-delivered, or emailed to ucdgrievance@ucdavis.edu, in the same manner as Step 1 of the grievance procedure
- b. Unless the parties agree otherwise, the designated University local official shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the appeal to Step 2. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.
- c. During the Step 2 process, the parties may agree in writing to amend the alleged violations stated in the original grievance.
- d. If requested by the grievant, a second (2nd) IAFF representative may participate in the Step 2 meeting. In the event a second (2nd) IAFF representative attends, only one (1) representative may actively participate in the grievance meeting, and the University shall pay release time for only one (1) representative.
- e. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held.

3. Appeals to Arbitration

- a. All grievances that are not satisfactorily resolved at Step 2 may be appealed to arbitration. The appeal must be filed with the Director of Labor Relations at the Davis Campus within thirty (30) calendar days of the date the University's Step 2 written answer was issued or, if no University answer was issued, within thirty (30) calendar days of the date the University's answer was due. The appeal may be filed by U.S. mail, hand-delivered, or emailed to ucdgrievance@ucdavis.edu, in the same manner as Step 1 of the grievance procedure.
- b. If an appeal to arbitration is not properly filed within thirty (30) calendar days of the issuance of the University's Step 2 answer, Section C.3 of this Article shall apply.

G. UNION GRIEVANCES

IAFF shall have the right to present grievances under this procedure on behalf of an individual employee, on behalf of a group of employees, or on behalf of itself. It shall be the Union's responsibility to inform an employee that it is bringing a grievance.

H. GROUP GRIEVANCE

A group grievance is defined as a grievance that covers more than one (1) employee, and that involves like circumstances and facts. A group grievance must be so identified on the grievance form at Step 1. If an employee wishes to withdraw from a group grievance represented by IAFF, the employee shall notify IAFF. IAFF shall in turn notify the University in writing if the employee is to be withdrawn.

I. CONSOLIDATION OF GRIEVANCES

Grievances of two (2) or more employees, as well as multiple grievances by or related to the same employee, or which relate to the same incident, issue, alleged violation, facts, or course of conduct, may be consolidated. Consolidation or severance of grievances shall occur by mutual written agreement.

J. OFFERS OF SETTLEMENT

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

K. RETROACTIVITY

Settlement of grievances may or may not be retroactive as equities of a particular case may demand. In any case where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not in any case be made retroactive to a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1.

L. EXCLUSIVE PROCEDURE

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

M. RELEASE TIME AND PAY STATUS FOR GRIEVANTS, EMPLOYEE REPRESENTATIVES AND/OR WITNESSES

1. University-Convened Meetings
 - a. If the University convenes a meeting involving the parties to a grievance for the purposes of resolving the grievance and/or completing the steps of

the Grievance Procedure, the grievant(s), witness(es), if any, and IAFF designated employee representatives eligible to attend such meeting pursuant to this article and Article 1 – Access, Section C, shall be in without-loss-of-straight-time-pay status during the meeting provided:

- 1) such meeting occurs during the regularly scheduled hours of work of the grievant(s), IAFF designated employee representative, and/or witness(es); and
 - 2) advance request is made and approval is received from the supervisor of the grievant(s), the witness(es), and/or the IAFF designated employee representative. Approval to attend shall be made on an operational needs basis and shall not be unreasonably denied.
- b. A grievant or the representative may request the availability of bargaining unit employee witnesses for University-convened grievance meetings. The availability of bargaining unit employee witnesses shall be determined by their immediate supervisor(s) on the basis of operational needs, and such requests shall not be denied unreasonably. Witnesses shall be in a without-loss-of-straight-time-pay status if the information they provide pertains to the subject of the grievance and the criteria enumerated above (Section M.1.a.1 and M.1.a.2) are met. Grievants and IAFF agree that every effort shall be made to avoid the presentation of repetitive witnesses and the absence of any or all witnesses shall not require the meeting to be recessed or postponed.
- c. The University is not responsible for any travel or lodging expenses or any other expenses incurred by the representative, grievant or union witnesses.
- d. Paid release time for IAFF designated employee representatives for purposes other than University convened meetings shall be provided in accordance with Article 1 – Access.

N. EXCLUSION OF LIMITED APPOINTMENT EMPLOYEES AND PROBATIONARY EMPLOYEES

The retention or release of limited appointment employees and probationary employees or the non-scheduling of per diem employees, if applicable, is at the sole discretion of the University, and shall not be subject to Article 10 – Grievance Procedure or Article 3 – Arbitration Procedure of this Agreement.

O. OTHER REPRESENTATION

Grievants may choose a representative other than an IAFF representative for purposes of grievance representation and adjustment. In the event the University is involved in the resolution of a grievance from a grievant or group of grievants who are self-represented or represented by someone other than an IAFF representative:

1. The University shall provide IAFF with a copy of the grievance and the proposed resolution, indicating the grievant or grievants have chosen a representative other than IAFF.
2. IAFF shall have ten (10) calendar days from the date the University provides the material referenced above in which to comment in writing on the proposed resolution.
3. The University shall not implement the proposed resolution of the grievance until timely receipt and review of IAFF's written comments, if any.
4. The resolution of grievances presented by someone other than an IAFF representative shall be consistent with the terms of this Agreement.

P. GRIEVANCE FILE

Records involving the processing of an employee's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the employee's personnel file. It is not the intent of this Section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement.

**ARTICLE 11
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 to carry out assigned duties. The University shall manage its operations in compliance with established campus/hospital health and safety policies and procedures.
2. Within the first (1st) month of employment on a job, employees working with hazardous materials or in a hazardous environment, such as employees working with animals with contagious diseases and/or in laboratories using hazardous chemicals, will receive information and training pertaining to the health and safety protocols in her/his department, an explanation of the health and safety rights and responsibilities of both the employer and the employee, instructions concerning known specific hazards of the employee's job, and the procedures available to employees to abate or report any unsafe or unhealthy working conditions. When assigned duties include an imminent risk to life and health, as determined by a University health and safety professional responsible for the assessment of imminent risk to life and health, the University shall provide training and information to the employee prior to the employee assuming such duties.
3. In the event an employee believes s/he is performing a hazardous job with insufficient training, s/he shall immediately inform the department Health and Safety Officer, if any. After such consultation, if any, the employee may contact the Environmental Health and Safety Department to request additional health and safety review of the matter. In such instances, a staff member from the EH&S department shall respond to the employee as soon as practicable.
4. Specific and/or general campus/hospital health and safety concerns may be raised in the labor/management meetings defined in Article 15 - Labor-Management Meetings. When the union identifies Health & Safety as an agenda item, a Health & Safety professional will attend the Labor/Management meeting.
5. This Article does not cover mental or emotional reactions to or perceptions of the work environment, or physical reactions arising from mental or emotional reactions to or perceptions of the work environment.

B. ASSIGNMENT

1. Abnormally hazardous or dangerous tasks shall be defined as those tasks having dangers or hazards which are objectively identifiable as constituting a clear and imminent life-threatening danger, and/or dangers or hazards substantially greater than the dangers or hazards inherent to the usual scope of a given job and for which the employee has not been trained and equipped.

2. An employee shall not be assigned to any abnormally dangerous or hazardous task at the employee's place of employment.
3. In the event an employee regards an assigned task as abnormally hazardous or dangerous, s/he shall notify her/his immediate supervisor of her/his claim. The employee shall identify the components of the assignment that are objectively identifiable as abnormally hazardous or dangerous.
 - a. In attempting to resolve the employee's claim, the supervisor, at her/his sole discretion, may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel.
 - b. If the supervisor does not make the assignment changes specified in Section B.3.a, above, s/he shall have the employee's claim assessed by a health and safety professional person responsible, in accordance with campus/hospital procedures, for the assessment of abnormally hazardous or dangerous conditions.
 - 1) If, in the assessment of the University, the assignment is abnormally hazardous or dangerous, the supervisor shall follow campus/hospital procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the employee. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the employee may be required to perform the work.
 - 2) If, in the assessment of the University, the assignment is not abnormally hazardous or dangerous, the supervisor may order the employee to perform the assignment or, at the supervisor's sole non-grievable discretion, assign the affected employee to other available work consistent with the work usually performed by the employee or may assign another qualified employee to perform the assignment.
 - c. If the employee refuses to perform tasks assigned in accordance with Section B.3.a and b, above, s/he may be subject to discipline.

C. INFORMATION AND TESTS

1. The University, upon contracting to purchase any chemical or substance containing hazardous material, will obtain the material safety data sheet (MSDS) from the vendor, unless the latest version of the MSDS is already on hand and available. These sheets relative to chemicals and substances used at the work area of an employee shall be made available to the employee or IAFF on request. Such information shall be maintained in the workplace by the University.

2. In compliance with State and Federal law, the University shall provide to affected employee(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such data shall be readily available and provided to the union or employee within a reasonable time following a request.
3. In the case of a suspected outbreak of a communicable disease and when the University requires testing for such communicable disease of patients and/or employees the University shall offer such tests for bargaining unit employees within the appropriate affected work areas at no cost to the employees.

D. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

1. General Provisions

Protective work clothing is attire worn over or in place of regular clothing to protect the employee's clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Protective work clothing is provided by the University. Safety equipment protects the employee and includes head covers, gloves, goggles, prescription safety glasses, and safety shoes. At the reasonable request of the employee, the University shall review the need to provide safety equipment.

2. Purchase and Replacement

Protective work clothing and safety equipment, except prescription lenses and sized safety shoes, which were provided to an employee by the University for use on the job, shall be returned upon completion of the assignment. University-provided items lost or damaged due to employee negligence shall be replaced at the employee's expense. University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. An employee required to wear prescription safety glasses will pay for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

Where federal and/or state safety regulations or the University requires an employee to wear safety-shoes, the University will provide the employees with safety shoes or reimburse the employee up to \$80 per year for the employee's purchase of safety-shoes (upon proof of purchase). This provision shall not apply at locations where current safety shoe purchase/reimbursement programs exceed those required by this paragraph.

If an employee believes that a refusal to provide safety equipment or clothing would result in an abnormally hazardous or dangerous task as defined in and in violation of Article 11 - Health and Safety, Section B, the employee may pursue the alleged violation in accordance with Article 11 – Health and Safety, Sections B, H and J.

3. Shoes Restricted to the Worksite

In those work locations where the University does not permit employees to wear or take home the shoes s/he wears at the work site, the University will, when those shoes are worn out, either supply the employee with replacement shoes or reimburse the employee for the reasonable replacement costs of her/his work shoes. Both the determination of when shoes are worn out, and the decision to either provide replacement shoes or reimburse the employee for the reasonable costs of replacing worn-out shoes, are at the sole non-grievable, non-arbitrable discretion of the University.

E. TOOLS AND EQUIPMENT

1. The University shall furnish and make reasonable attempts to maintain in safe working conditions the workplace tools and equipment required for employees to carry out the duties of their positions.
2. The University shall have no responsibility to provide, maintain and/or reimburse employees for tools and/or equipment, which are not the property of the University. Additionally, the University is not required to provide equipment different than that, which is determined by the University to be necessary for the safe conduct of University business.

F. DRUG-TESTING

Firefighters shall be subject to the UC Davis Fire Department policy on substance abuse and reasonable suspicion drug and alcohol testing.

G. FIRE FIGHTER FITNESS/TRAINING

Firefighters will participate in the development of standards for any new or changed fitness/training program. In the event employees in fire fighter titles at a campus are required to participate in a fitness and training program, the University shall specifically design such a program to meet the work-related needs of firefighting. The University's scheduling of work-related fitness program activities at each location shall continue in accordance with current campus practice for the duration of the Agreement.

H. DISPUTES

1. Only disputes regarding the assignment of any abnormally hazardous or dangerous tasks are subject to Article 3 - Arbitration Procedure, of this Agreement.
2. If, as a result of a grievance or arbitration decision or as the result of an agreement between the University and IAFF, it is determined that an abnormally hazardous and dangerous assignment was made, the University shall attempt to correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular efforts with either administrative or engineering controls. If, as a result of the filing of a grievance relative to the provision of

information and training prior to the assumption of duties which include an imminent risk to life and health, the University and IAFF agree as to the failure to provide such information and training, the University shall attempt to correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular efforts.

I. MANDATORY REPORTER

Firefighters are mandatory reporters under California's Child Abuse and Neglect Reporting Act (CANRA) and are therefore required to make a report whenever, in the scope of his or her employment, he or she observes a child he or she reasonably suspects has been the victim of child abuse or neglect. Firefighters are subject to all University policies related to mandatory reporting of child abuse or neglect.

J. COMPLIANCE

The University and IAFF acknowledge that the University's ability to comply with the provisions of this Article is subject to the availability of specifically budgeted funds for the particular efforts which may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, and/or award rendered pursuant to a grievance related to the provisions of this Agreement and Article. The University and IAFF agree that the availability of such specifically budgeted and available funds shall be a contingency upon which the University's compliance with a settlement, award and/or order of enforcement of such decision relative to a grievance related to this Article shall be dependent.

ARTICLE 12 HOLIDAYS

A. UNIVERSITY HOLIDAYS

As of August 1, 2007, the base pay of all the employees in this bargaining unit includes the equivalent of eleven and one-fifth (11.2) hours of holiday pay for each of the holidays listed in below. The University observes the following days as administrative holidays:

- New Year's Day
- Martin Luther King, Jr., Day
- Third (3rd) Monday in February (or announced equivalent)
- Cesar Chavez Day (Last Friday in March or announced equivalent)
- Last Monday in May
- Fourth (4th) of July
- Labor Day
- Veterans' Day (November 11th)
- Thanksgiving Day
- Friday following Thanksgiving Day (or announced equivalent)
- December 24th (or announced equivalent)
- December 25th
- December 31st (or announced equivalent)

B. COMPENSATION FOR WORKING ON CERTAIN HOLIDAYS

1. Notwithstanding Article 13 – Hours of Work, Section A.1, a fire fighter shall be paid at the premium overtime rate for hours actually worked on shifts beginning on Thanksgiving Day, December 25th, or New Year's Day. No alternate dates may be designated by the University.
 - a. Example 1: A fire fighter works a regularly scheduled shift from 0800 hours on December 25th to 0800 hours on December 26th. He/she will be paid the premium overtime rate for the twenty-four (24) hours worked on that shift.
 - b. Example 2: A fire fighter works a regularly scheduled shift beginning at 0800 hours on December 25th but leaves at 0500 hours on December 26th. He/she will be paid the premium overtime rate for the twenty-one (21) hours worked on that shift.
2. Notwithstanding Article 13 – Hours of Work, Section A.1, fire fighters working a shift (as defined in Article 13, Section B.1.a) in excess of his/her normal work cycle that begins on Thanksgiving Day, December 25th or New Year's Day shall receive double-time for all hours worked on the shift.
 - a. Example: A fire fighter works a non-regularly scheduled shift from 0800 hours on December 25th to 0800 hours on December 26th. He/she will be paid the double-time rate of two (2) times his/her FLSA regular rate for the twenty-four (24) hours worked on that shift.

3. RESTRICTIONS

- a. In the administration of the provisions of this Article there shall be no duplication, pyramiding, or compounding of any premium wage payments provided herein with any other wage payments provided in any other provision of the Agreement.
- b. Holiday pay shall not count as time worked for the purpose of calculating overtime, except as provided in Section B.1, above.

C. RELIGIOUS OBSERVANCE

By charging time off to vacation, compensatory time off, or leave without pay, an employee may observe a special or religious holiday if the University determines that work schedules permit. Such requests shall not be unreasonably denied.

ARTICLE 13 HOURS OF WORK

A. GENERAL PROVISIONS

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
2. This Article shall not be construed as a guarantee of or limitation on the number of hours per work day or workweek.
3. Nothing in the Article shall infringe upon, interfere with, or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.
4. Fire fighters shall be paid on a biweekly pay cycle beginning Sunday morning (12:01 a.m.) to midnight the following Sunday. Alternate pay cycles for purposes of a biweekly pay cycle may be established by the University.
5. As soon as practicable upon ratification of this Agreement, Fire fighters shall be paid based on positive time reporting. Fire fighters shall receive their pay based only on hours actually worked during the preceding biweekly pay cycle.

B. DEFINITIONS

1. Shift
 - a. A "shift" is a twenty-four (24) hour work period beginning at 0800, and ending at 0800 the following day.
2. Set
 - a. A "set" represents two consecutive shifts, totaling forty-eight (48) work hours.
3. Work Cycle
 - a. A "work cycle" represents a twenty-four (24) day period wherein fire fighters will be assigned eight (8) shifts.
4. Pay Status
 - a. Time on pay status includes all hours worked on a straight (non-overtime) shift and hours taken on vacation and sick leave.
5. Premium Overtime
 - a. Premium overtime is one and one-half (1 ½) times the FLSA regular rate of pay.

C. WORK SCHEDULES

1. Work schedules are established by the University. Employee work schedules will be made known to the employees in accordance with the provisions of Section C of this Article.
2. Work Cycle: Employees in Fire Fighter titles will be assigned to twenty-four (24) hour shifts within a work cycle (FLSA work period) of 24 days.
3. Duty Schedule: Employees in Fire Fighter titles will be assigned to eight (8) 24-hour shifts during a 24-day work cycle. Employees will report to work at 0800 hours. The normal duty schedule will be as follows:

“X” denotes duty shift

“O” denotes off duty shift

X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O

4. Annualized Hours: The normal duty schedule will result in an average fifty-six (56) hour week.

D. SCHEDULE ASSIGNMENTS

1. Employees will be made aware of their work schedule assignment in the following manner:
 - a. Short-Term Changes - When practicable, the University will provide an employee with at least five (5) calendar days' notice prior to changing her/his work schedule for a period of less than twenty-eight (28) calendar days duration.
 - b. Long-Term Changes - When practicable, the University will provide an employee with at least fifteen (15) calendar days' notice prior to changing her/his work schedule for a period of more than twenty-eight (28) calendar days duration.

If the employee's supervisor fails to provide notice of an assignment change pursuant to Section D.1.a and b of this Article on three (3) or more occasions, failure to provide such notice on the third (3rd) or subsequent occasion shall be grievable and arbitrable.

2. An employee may file a written indication of preference for a particular shift (i.e., day, evening, night) with her/his immediate supervisor. When assigning work schedules and shifts to employees, the University will also consider the skills, knowledge, and abilities of the employees who normally perform the work involved prior to deciding upon the shift assignment. In the event two (2) department career employees with substantially equal qualifications have expressed a preference, the University may use departmental seniority to make the shift assignment.

3. The University may, at its sole non-grievable discretion, grant employee requests for flexible working hours.

E. TEMPORARY ALTERNATIVE WORK SCHEDULES

1. The Fire Chief may determine, in the Fire Chief's sole non-grievable, non-arbitrable discretion, that an operational need exists to assign a Fire Fighter(s) to a non-traditional fire fighter work schedule of a forty (40) hour work week. For the purpose of this article, a Fire Fighter assigned to a fifty-six (56) hour work week is defined as being assigned a "traditional fire fighter schedule".
2. It is the intent of this article that when a Fire Fighter is assigned to a forty (40) hour work week schedule, he or she will not suffer a reduction in salary or benefits merely because he or she is working less hours. To accomplish this goal, the parties agree that the University may create additional Fire Fighter classifications that will be paid a higher hourly rate to which Fire Fighters will be assigned while working a forty (40) hour work week.
3. While assigned to a forty (40) hour work week schedule, all leave hours shall be accrued based on a forty (40) hour work week. When an employee returns to a traditional fifty-six (56) hour schedule all leave hours accrued at the 40 hour work week rate shall be converted to the fifty-six (56) hour work week rate.
4. While assigned to a forty (40) hour work week schedule, overtime compensation shall be paid only after forty (40) hours of actual work, in a seven (7) consecutive day work week. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
5. It is recognized that Fire Fighters assigned to a non-traditional schedule are only temporarily working in such a schedule and that such Fire Fighters continue to be responsible for suppression duties at all times and therefore remain eligible to participate in the University of California Retirement System as a safety employee at all times.
6. Subject to the provisions of this Article, the University may issue additional policies implementing a non-traditional fire fighter schedule. The University will provide IAFF notice of, and the opportunity to discuss, any additional policies implementing a non-traditional fire fighter schedule.

F. CHANGING AND CLEAN UP TIME

The University shall determine when clean-up time or uniform changing time is necessary for employees. When the University requires that the employee must change into or out of uniform, or must engage in special washing or cleaning procedures, the time spent in such activities shall be considered as time worked.

G. TRAVEL TIME

1. The time taken to travel between home and the work place is not considered time worked.
2. Travel time is time spent in transit on University business that is assigned by the University. Travel time is considered time worked and shall be compensable at the fire fighter's regular rate of pay.
3. Travel time shall be paid in accordance with the University Business and Finance Bulletin G-28.
4. The Fire Chief may designate other travel as time worked.

H. CALL-BACK

1. Call-back applies to an employee who is called back to the campus to work in her/his department after completing a shift and leaving the campus but before her/his next scheduled shift.
2. An employee called back to the work site may be assigned by the University to perform available work, and shall be paid for the time actually worked upon return to the campus, or a minimum of four (4) hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

I. MEAL AND REST PERIODS

1. A meal period of at least one-half ($\frac{1}{2}$) hour is provided for any work period of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status. Whenever an employee is required to perform work or is not substantially relieved of work-related duties during a meal period, the meal period shall be considered time worked. The University may reschedule an employee's meal period during the work day when operational needs preclude relieving the employee of work-related duties during the originally scheduled meal period, however, regularly scheduled meal periods shall normally be provided.
2. Two (2) rest periods of fifteen (15) minutes shall normally be granted during an eight (8) or ten (10) hour shift. Three (3) rest periods of fifteen (15) minutes shall normally be granted during a twelve (12) hour shift. A part time employee shall normally be granted one (1) fifteen (15) minute rest period for each work period of three (3) continuous hours or more, not to exceed two (2) rest periods per day.
3. Operational requirements may restrict the granting of rest breaks.
4. Rest periods shall not be taken at the beginning or end of a work period or accumulated for use at a later time. The combining of rest periods with meal periods for some, any or all employees of a department/division shall be at the discretion of the University.

J. OVERTIME

1. Fire Fighters shall be paid at the premium overtime rate for hours actually worked which exceed one-hundred eighty-two (182) hours in the work cycle (FLSA work period). Time due to vacation, sick leave or other paid absences shall not count towards FLSA pay eligibility.
2. Fire Fighters shall receive premium overtime pay for all hours worked in excess of his/her normal work cycle shifts, regardless of sick leave or vacation utilized in the work cycle.
3. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
4. There shall be no pay increase or pay decrease, upon periodic changes to and from Standard time to Daylight Savings time.
5. **Example of overtime calculation:**

Base Rate with Haz-Mat, per Art. 6.G.1.iii (NBR)	\$31.50	1	Reg Pay (NBR*RH)	\$ 31.50	x	112.31	=	\$3,537.77
Reg Hours (RH)	112.31	2	Overtime Straight (NBR*OTH)	\$ 31.50	x	24	=	\$756.00
OT Hours (OTH)	24	3	Gross Straight Pay (GSP) (1+2)	\$3,537.77	+	\$756.00	=	\$4,293.77
		4	Prem. OT Rate (POTR) (GSP/TH)	\$ 4,293.77	÷	136.31	=	\$31.50
		5	Prem OT Pay ((POTR/2)*OTH)	\$ 31.50*	x	24	=	\$378.00
Total Hours (TH) (RH+OTH)	136.31	6	Total Gross Pay (3+5)	\$ 4,293.77	+	\$ 378.00	=	\$4,671.77

*Rate is divided in half, making the actual multiplier \$15.75

6. Assignment of Overtime

- a. The University shall decide when overtime is needed. Overtime must be approved in advance by the University. As soon as practicable after the need for overtime is determined, the University shall notify the employee that overtime must be worked. Employees are expected to work overtime when such work is assigned.

- b. The University will assign overtime work, based upon local operating procedures.
- c. The University shall assign overtime to employees irrespective of the local operating procedures when the necessary skills, knowledge or abilities are not possessed by the employee who would otherwise be assigned in accordance with the above provisions.

7. Compensation of Overtime

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

- a. Unless the employee and the University agree otherwise, overtime will be paid. An employee may, upon hire and thereafter during the month of June, file a written indication of preference for either compensatory time off or pay with her/his immediate supervisor. The University shall grant the preference indicated.
- b. Compensatory time shall be paid or scheduled by the University in accordance with departmental needs. Accumulation of compensatory time is limited to a maximum of two-hundred forty (240) hours. An employee shall be paid for hours of overtime which exceed this limit. An employee may request to schedule the use of banked compensatory time. An employee's request for the scheduling of banked compensatory time shall be granted subject to the needs of the University and shall not be unreasonably denied.

Overtime shall be reported and paid on the basis of the nearest quarter ($\frac{1}{4}$) hour.

J. PAYROLL SYSTEM

The parties recognize the right of the University to implement a new system called UC Path, which is an integrated payroll, benefits and human resources system to support staff and academic processes. The University will keep IAFF informed of its efforts to implement the various components of UC Path. The University agrees to meet and confer, at the request of IAFF, over any negotiable effects resulting from the implementation of UC Path.

**ARTICLE 14
INDEMNIFICATION**

Pursuant to and as regulated by the terms, limitations and qualifications of California Government Code 995 et seq., the University of California shall provide the defense and indemnification for University employees within the unit covered by this Agreement who are sued on account of acts or omissions arising from the course and scope of their employment with the University. The provisions of and applications of the Indemnification provision are not subject to Article 10 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.

**ARTICLE 15
LABOR - MANAGEMENT MEETINGS**

A. LOCAL LABOR-MANAGEMENT MEETINGS

The University and IAFF agree to meet, following IAFF's written request, up to four (4) times per year unless the parties mutually agree otherwise. Each party shall designate a chair, who shall have responsibility to make arrangements for scheduling the labor-management meeting and for drawing up the agenda. Non-employee IAFF representative(s) may attend the meetings.

1. Up to two (2) bargaining unit employees shall be released in a without-loss-of-straight-time pay status to attend each scheduled meeting, provided IAFF has given the University at least seven (7) calendar days' notice of her/his selection. The parties may agree to allow additional unit employees to attend the meetings and may, by mutual agreement, agree to place those attendees in a without-loss-of-straight-time status while in attendance at the meeting(s).
2. Items to be included and discussed at the meetings are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting. Items not so submitted need not be responded to at the meeting. Appropriate agenda items for such meetings include:
 - a. administration of the Agreement;
 - b. dissemination of general information of interest to the parties;
 - c. health and safety matters regarding bargaining unit employees;
 - d. general nondiscrimination-related issues, not pertaining to the facts of an individual employee's complaint(s);
 - e. information regarding personnel transactions and vacancies;
 - f. giving representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit;
 - g. subcontracting issues; and
 - h. additional items mutually agreed-to by the parties for placement on the agenda.

B. RELEASE TIME

1. Release time provided shall be in accordance with the provisions of Section A.1, and Section B.2, of this Article.
2. Without-loss-of-pay-status release time will be provided for the duration of the meeting, and for reasonable travel time to and from the meeting. Up to a total of eight (8) hours in one (1) day release time may be provided for attendance at a University-wide labor/management meeting. Any travel and subsistence incurred by the employee(s) attending the meeting(s) shall be the responsibility of the employees or IAFF.

**ARTICLE 16
LAYOFF AND REDUCTION IN TIME**

A. GENERAL CONDITIONS

1. Layoffs may be temporary or indefinite and may occur because of budgetary reasons, curtailment of operations, lack of work, reorganization, or redefinition of the University's or department's needs.
2. The University shall have the sole, non-grievable, non-arbitrable right to determine:
 - a. when temporary or indefinite layoffs in career positions shall occur, the units of layoff, and the unit in which the layoffs shall occur, and
 - b. which classification and/or positions are to be subject to layoff.
3. If the University determines that a layoff is necessary, it will be accomplished in accordance with the provisions of this Article.
4. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give IAFF advance notice of at least thirty (30) calendar days, if feasible, and upon request shall meet and discuss such proposed changes. Changes to a layoff unit shall not occur more frequently than every one-hundred twenty (120) calendar days.
5. The terms of this Article shall not apply to probationary or non-career employees, except as specifically provided in this Article.

B. DEFINITIONS

1. A layoff is an involuntary:
 - a. separation of an employee from employment as implemented in accordance with the provisions of this Article, or
 - b. transfer of a career employee to a non-career position, or
 - c. reduction in the appointment rate of an individual employee, or
 - d. reassignment of an employee in a full-time career position to a partial-year career position, to a limited appointment position, or to a part-time position at a fixed or variable percentage of time.
2. A temporary layoff occurs when the University specifies an affected employee's date for return to work of not more than one-hundred twenty (120) calendar days from the effective date of the layoff.

3. An indefinite layoff occurs when the affected employee receives no date for return to work, or no date of restoration to her/his former appointment rate.

C. TEMPORARY LAYOFF

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

1. Notice

When the University identifies the particular employee(s) to be affected by a temporary layoff, it shall give the individual employee(s) written notice of the expected beginning and ending dates of the temporary layoff as follows:

- a. The University shall give, if feasible, fifteen (15) calendar days notice of the expected beginning and ending dates of the layoff to the affected employee(s).
- b. If less than fifteen (15) calendar days notice is given for temporary layoff, the affected employee(s) may receive straight-time pay in lieu of notice for each additional day the employee(s) would have been on pay status had the employee(s) been given fifteen (15) calendar days' notice. Pay in lieu of notice is provided for reductions in appointment rate only for the difference between the two rates.
- c. If the ending date of the temporary layoff is changed and the total duration of the temporary layoff is less than one-hundred twenty (120) calendar days, the University shall give the affected employee fourteen (14) calendar days' notice of the date to return to work. The employee shall return to work on the date provided in the notice, unless the employee and the University agree otherwise.
 - 1) The employee shall return to work on the date provided in the Section C.1 Notice, above, and shall notify the University in advance if s/he is unable to do so. The University and the employee shall attempt to establish a mutually agreeable return date. If, due to operational considerations, the University cannot accommodate the employee's request for an alternate return date, s/he will be considered to have resigned effective on the date provided in the notice in Section C.1, above.
 - 2) Notice of a change in temporary layoff dates does not invoke the 'pay in lieu of notice' provisions of this Article.

2. Conversion of Temporary to Indefinite Layoff

For conversion from temporary layoff to indefinite layoff, the University shall give thirty (30) calendar days' notice, if feasible. If less than thirty (30) calendar days' notice is given, the employee will receive fifteen (15) calendar days' pay in lieu of notice.

D. INDEFINITE LAYOFF

The University shall effectuate indefinite layoffs as follows:

1. Alternatives to Layoff

- a. In order to avoid a layoff, the University may reassign an employee to a position for which the employee is qualified at the same or greater percentage of time and at the same or higher rate of pay. Such action will nullify the layoff.
- b. The University may institute the State of California Work Sharing Unemployment Insurance Program on each campus where applicable.

2. Selection for Layoff

- a. The order of indefinite layoff of employees in the same classification within the layoff unit shall be in inverse order of seniority. In the event all employees in a layoff unit are equally affected by layoff of ten percent (10%) or less, seniority provisions do not apply.
- b. "Seniority" is calculated by full-time-equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time-equivalent months (or hours), the employee with the most recent date of appointment shall be considered the less senior employee.
- c. The University may retain employees irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other employees in the same classification in the layoff unit and which are necessary to perform the ongoing functions of the department. If an employee with less seniority is to be retained, the University shall notify the union in advance of the layoff date and in writing of the special knowledge, skills and abilities which support the retention of the less senior employee.
- d. The department head shall select employees for layoff, but shall minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited appointment and casual/restricted positions within the department.
- e. Where electronic job placement bulletin boards are in use, the University shall provide bargaining unit members access to such placement bulletin boards to the same degree as such bulletin boards are made available to

other staff employees. Employees who are laid off will be provided information about other University location's job placement bulletin boards according to local procedures.

3. Notice

- a. When the University identifies particular employees to be affected by an indefinite layoff, it shall give individual written notice of the effective date of the layoff to each affected employee and the union. Advance notice will be provided as follows:
 - 1) For indefinite layoff, the University shall give sixty (60) calendar days' notice, if feasible. In no event shall an employee receive less than thirty (30) calendar days' notice of indefinite layoff or pay in lieu of notice. The University may pay up to thirty (30) days of the sixty (60) day notice period in lieu of notice. If pay is in lieu of notice, the University will pay the employee straight time pay for each day the employee would have been scheduled to work up during the notice/in lieu period. For conversion from temporary layoff to indefinite layoff, the University shall give thirty (30) calendar days' notice, if feasible.
- b. An employee shall be provided all rights under Section D.4 and D.5, below, beginning at the time of notification of her/his indefinite layoff.
- c. At the time of layoff, an employee shall receive information on how to activate preference and recall rights according to UC Davis campus procedure. Eligible employees must indicate an interest in, and eligibility for the specific preference and/or recall rights. If the employee requests information about preference, recall rights, and active, vacant openings, the University will provide information about how to access job opening information. The University will, upon the submission of the employee's employment application, confirm the eligibility for preference or recall and will assess the employee's qualifications for the applicable position.

4. Recall

- a. Career employees who are indefinitely laid off shall have a right to be recalled, in order of seniority of those employees applying for recall, to an active, vacant career position for which the employee is qualified, in the same classification and department from which they were laid off. An active career position is a position which the University, in its sole discretion, determines to fill. The eligible employee shall file a timely application for recall and self-identify that they are eligible for recall.
- b. Career employees who are eligible for recall shall retain recall eligibility based on the amount of University service at the time the layoff occurs as follows:

- 1) Recall eligibility of one (1) year for up to five (5) years' University service,
 - 2) Recall eligibility of two (2) years for up to ten (10) years' University service,
 - 3) Recall eligibility of three (3) years for more than ten (10) years' University service.
- c. Employees recalled from layoff status who are not returned to their same job and who fail to perform satisfactorily, as determined by the University, may at any time during the six (6) months following such recall be returned to layoff status with restoration of the unused portion of their recall rights.
- d. The right to recall terminates at the end of the eligibility period.

5. **Preferential Rehire**

- a. A non-probationary career employee who is indefinitely laid off shall have preferential rehire status for an active, vacant career position. An active career position is a position which the University, in its sole discretion, determines to fill. The eligible employee shall file a timely application for preference and self-identify that they are eligible for preferential rehire according to this Section.
- b. Eligible employees will be rehired, provided:
- 1) the active, vacant career position is in the same bargaining unit as the position from which the employee was laid off; and
 - 2) the active, vacant career position is in a class with the same or lower salary range maximum as the class from which the employee was laid off; and
 - 3) the active, vacant career position is at the same or lesser percentage of time as the position from which the employee was laid off, except as provided in Section D.6, below.
- c. The laid off non-probationary career employee will, along with any other qualified laid off University employees, be given preferential consideration for an active, vacant career position which is being filled by the UC Davis campus, provided the conditions in Section D.5.b.1) through D.5.b.3) above are met. Qualified laid off University employees will be interviewed for the position. In order to be placed in such a position, the employee must file a timely application and be fully qualified to perform the duties of the position.
- d. Employees who are eligible for preferential rehire status with less than five (5) years of seniority at the time the layoff occurs shall retain preferential

rehire status eligibility for one (1) year. Employees who are eligible for preferential rehire status with five (5) years, but less than ten (10) years seniority at the time the layoff occurs shall retain preferential rehire status eligibility for two (2) years. Employees who are eligible for preferential rehire status with ten (10) years or more seniority shall retain preferential rehire status eligibility for three (3) years. An employee may exercise her/his rights to preferential rehire immediately after the employee receives written notification of layoff and meets with the campus representative designated in the layoff notice.

- e. Employees preferentially rehired from layoff status who fail to perform satisfactorily may, at any time during the six (6) months following such return, be returned to layoff status with restoration of full preferential rehire status. In addition, an employee, at her/his option, may request to be returned to layoff status within sixty (60) calendar days of rehire. The time on job status will not be counted as part of preferential rehire eligibility time.
- f. According to local UC Davis procedures, employees who are on layoff status and who indicate an interest in University-offered training classes will be offered classes when there are spaces available after the location's deadline for active employees to sign up.
- g. Preferential Rehire Termination

The preferential consideration described above shall terminate at the end of the period of eligibility described in Section D.5.d, above, or if an employee:

- 1) refuses an offer to return, at the same or greater percentage of time, to that department/division and class from which laid off; or
- 2) accepts any career position; or
- 3) refuses two (2) offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff.

- 6. If an employee voluntarily reduces her/his time due to budgetary reasons, curtailment of operations, lack of work, reorganization, or redefinition of the University's or department's needs within one (1) year prior to her/his layoff, the employee is entitled to recall/rehire rights to a percentage appointment equal to that from which the employee voluntarily stepped down. In order to be eligible for such increased recall/rehire rights, the employee must submit to her/his supervisor a written statement confirming the offer for the voluntary reduction in time when the voluntary reduction in time occurs and her/his supervisor must approve the voluntary reduction in time.

E. CONTINUITY OF SERVICE UPON REEMPLOYMENT

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

F. In the event an alleged violation of this Article with regard to notice is grieved/arbitrated, any remedy, settlement 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 the employee whole for the number of days the notice was deficient. In no case shall such amount be calculated for a period of greater than sixty (60) calendar days.

**ARTICLE 17
LEAVES FOR UNION BUSINESS**

A. GENERAL PROVISIONS

1. Employee Eligibility for Leave

Upon request, the UC Davis campus shall grant no more than one (1) FTE one (1) year of paid reimbursed leave for Union business per calendar year without loss of straight time pay. However, only one (1) employee shall be released per department per leave. The University may postpone the leave when it can demonstrate operational business needs.

2. Pay Status

During the paid reimbursed leave, the employee shall be paid by the University and shall continue to accrue service credit; and shall retain all benefits to which the employee was entitled prior to the start of the leave. Employee benefit contributions will continue to be deducted during the leave.

- a. During the paid reimbursed leave, the employee shall be eligible for increases in accordance with campus practices.
- b. Any leave granted in accordance with this section shall not constitute a break in service.
- c. During the paid reimbursed leave, the employee shall not be eligible for Workers Compensation benefits arising out of an injury occurring during the leave from the University. While on paid reimbursed leave, University employees shall be covered by IAFF's Workers Compensation carrier.

3. Union Reimbursement

The Union shall reimburse the University for all actual costs of employee compensation, including but not limited to, salary plus all benefits (actual costs not less than 50%) provided to the employee for the time the employee is on leave without loss of compensation. The Union shall submit payment to the University within thirty (30) days of receipt of confirmation of payment to the employee. The University has the right to terminate the leave if the Union fails to provide timely payment.

4. Long-term Leave of Absence

Upon at least thirty (30) calendar days advance written request to the Employee & Labor Relations office from IAFF and the employee, no more than one (1) per department IAFF represented non-probationary career employee shall be granted a leave of absence to engage in union business pursuant to Section A.1, above. The duration of the leave of absence shall be specified at the time the employee

commences the leave. No such leave shall be granted unless the written request specifies the duration of the leave.

- a. Such leaves of absence shall be for a period of not less than thirty (30) calendar days. In no situations shall the leave of absence be granted for a period of more than three (3) years.
- b. The University, due to operational requirements, may postpone the date on which said leave of absence is scheduled to begin.

5. Short-term Leave

Subject to operational considerations, upon at least thirty (30) calendar days written request to the Employee & Labor Relations office from IAFF and the employee, no more than one (1) non-probationary career employee, pursuant to Section A.1, above, will be granted a leave of absence for union business for not less than two (2) days and not longer than twenty-nine (29) days. Requests for this short-term leave shall not be unreasonably denied.

6. Reduction in Time

The University will approve requests from employees for temporary reductions in time for up to three (3) calendar years for union business. Requests for reduction in time will not be unreasonably denied.

7. Attendance at Local Union Meetings

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

B. RETURN FROM LEAVE

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

1. For leaves longer than sixty (60) days, at least forty-five (45) calendar days prior to the completion of the long-term leave of absence, the Union shall notify the

University of the employee's intent to return to the University's employ and the employee shall likewise so advise the University. For long-term leaves of less than sixty (60) days or less, at least fifteen (15) days' notice shall be required if the requested return date is other than the return date specified at the start of the leave.

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

ARTICLE 18 LEAVES OF ABSENCE

A. GENERAL PROVISIONS

In accordance with the provisions of this Article, leaves of absence, with or without pay, may be approved by the University.

1. Benefit Eligibility
 - a. For purposes of benefit eligibility, an approved leave without pay shall not be considered a break in service. Except as provided in Section D, Family and Medical Leave (FML), an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans (as determined in plan documents and regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable benefit plan(s), the entire premium amount due for the period of the approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.
 - b. Employee benefit plan coverage during an approved FML leave of absence will be continued in accordance with the provisions of Section C.6 Pregnancy Disability and Section D Family and Medical Leave (FML).
2. Except as provided in Section D.1.I, FML, periods on leave in a without-loss-of-straight-time pay status shall be considered time worked.
3. Requests for Leave
 - a. Except as provided in Section D, FML, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. If the employee learns of the event giving rise to the need for leave more than thirty (30) days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and, at a minimum, with thirty (30) days advance, written notice. If the employee learns of the event giving rise to the need for leave less than thirty (30) days in advance, the employee shall provide the University with as much advance, written notice as possible, and, at a minimum, with such notice no more than five (5) working days after learning of the event. All requests for leave shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.
4. Duration

- a. The duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section C, Medical Leaves of Absence, and Section D, FML, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, or to satisfy the University's obligation to reasonably accommodate a disabled employee, the total aggregate of leaves of absence taken in any combination and granted under this Article shall not exceed six (6) months.

5. Return to Work

- a. Except as provided in Section C, Medical Leave of Absence, Section D, FML, and Section K, Military Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six (6) calendar months or less, or twelve (12) months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.
- b. An employee who has exhausted his/her 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.
- c. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

B. PERSONAL LEAVE

1. A non-probationary career employee may be granted a personal leave of absence without pay at the sole, non-grievable discretion of the University. Such leave shall not exceed six (6) calendar months.
2. If an employee's request for a personal leave of absence without pay is denied, such denial may, upon the employee's written request, be reviewed by the Department Head. The results of such a review shall not be subject to Article 10 – Grievance Procedure or Article 3 – Arbitration Procedure of this Agreement.
3. 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.

C. MEDICAL LEAVES OF ABSENCE

1. Medical Leave of Absence, granted under this section, is the period(s) an eligible employee is granted leave from work for medical reasons in accordance with Section C.2, Eligibility, below. This leave includes the combined use of accrued sick leave and medical leave of absence without pay in accordance with the provisions of this Article and Article 36 – Sick Leave. In the event that an employee's accumulated sick leave credit is exhausted, an employee may be placed on a Medical Leave of Absence without pay in accordance with the provisions of this section. Medical leaves of absence without pay are provided for leaves due to non-work related illnesses or injuries.
2. Eligibility
 - a. An employee may be eligible for a Medical Leave of Absence without pay when he/she:
 - 1) Is medically incapable of performing essential assigned functions of his/her job due to a non-work related illness or injury; and
 - 2) Has furnished evidence of disability satisfactory to the University; or
 - 3) Is eligible for Pregnancy Disability Leave or has exhausted her four (4) month entitlement under Pregnancy Disability leave and is still disabled by pregnancy, childbirth, or related medical conditions; or
 - 4) Has either exhausted his/her twelve (12) workweek entitlement under Section D, FML, or is not otherwise eligible for leave due to the employee's serious health condition under Section D, FML, or Pregnancy Disability Leave under Section C.6.
3. Notification

Requests for medical leave shall be in writing as provided in Section A.3, and the employee shall furnish evidence of the medical leave that is satisfactory to the University as provided in Section C.4, Documentation and Verification, below. Additionally, an employee must notify the University of a need to extend his/her medical absence from work prior to the anticipated date of return.
4. Documentation and Verification
 - a. Documentation of the employee's disability (or other medical need for leave) and/or ability to return to work is required and is subject to verification by the University. Such documentation shall include, but is not limited to, a health practitioner's statement of the anticipated duration of the employee's medical condition, and a statement that the employee is incapable of performing the essential assigned functions of his/her job, or is able to return and perform the essential assigned functions of his/her job.
 - b. The University may have an employee claiming disability examined by a physician or physicians of its choosing. The University shall pay the

reasonable costs of any such medical examination required by the University.

- c. Verification of medical disability for Pregnancy Disability Leave purposes additionally includes a health care provider's statement regarding the estimated date of delivery and the anticipated date of the employee's inability to perform the essential assigned functions of her job.

5. Duration

- a. Medical leaves of absence are granted for the period of verified disability (or other medical need for leave) and are not granted for non-medical purposes. When the use of accrued sick leave and a medical leave of absence without pay are combined, a medical leave of absence from work for non-work related disability purposes may be granted by the University for a total period of verified disability not to exceed six months. If further leave is required, see Section C.7.

6. Pregnancy Disability Leave

- a. An employee may take Pregnancy Disability Leave when disabled by pregnancy, childbirth, or related medical conditions or for purposes of prenatal care. During the period of verified pregnancy-related disability, a female employee is entitled to and the University shall grant a medical leave of absence of up to four (4) months. If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a medical leave of absence may be granted in accordance with Section C.5, above. Additionally, the employee may be eligible for a parental leave to bond with a newly born child in accordance with Section D, FML. When parental leave is granted under Section D, FML, the total of parental leave and pregnancy-related/childbearing disability leave, when taken in conjunction, shall not exceed seven (7) months in the leave year.
- b. If an employee on approved Pregnancy Disability Leave is also eligible for leave under Section D, FML, the Pregnancy Disability shall run concurrently with the employee's entitlement to FML under the federal Family and Medical Leave Act (FMLA), for up to twelve (12) workweeks of such leave shall run concurrently. However, it shall not be counted against the employee's entitlement to FML under the California Family Rights Act (CFRA). Upon termination of a Pregnancy Disability Leave that runs concurrently with federal Family Medical Leave, an employee shall also be entitled to up to twelve (12) workweeks of FML for any CFRA-covered reason provided the employee has not exhausted her CFRA leave entitlement for that leave year.
- c. When medically necessary, and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than 1 (one) day. Only the time actually spent on the intermittent or

reduced leave schedule shall be counted towards the employee's entitlement of four (4) months.

- d. As an alternative to, or in addition to, Pregnancy Disability Leave, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee and with the advice of 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 shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.
- e. Pregnancy Disability Leave may consist of leave without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. If accrued sick leave is exhausted, an eligible employee may elect to use accrued vacation prior to taking medical leave without pay.
- f. An employee on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for the period of her disability up to four (4) months.

7. Extensions of Leave

- a. In the event that an employee's verified non-work-related disability (or other medical need for leave) exceeds six (6) months, a personal leave of absence may be granted in accordance with the provisions of Section B, of this Article. However, the aggregate of leave for medical reasons normally shall not exceed twelve (12) consecutive months. The granting of a personal leave of absence in order to extend an employee's total absence from work for medical purposes is at the sole discretion of the University and without recourse to Article 10 – Grievance Procedure or Article 3 – Arbitration Procedure of this Agreement. An employee on such personal leave of absence shall submit medical verification that he/she has been medically released to perform the essential assigned functions of his/her job prior to his/her return in accordance with Article C.4.a of this Article.

8. Return from a Medical Leave of Absence

- a. An employee who has been granted a Pregnancy Disability Leave shall be returned to the same job provided the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided such return is within four (4) months of the date on which the Pregnancy Disability Leave commenced. If the same job is not available, the employee shall be afforded the same considerations which would

have been afforded had that employee been on pay status when the positions was abolished or affected by layoff. A female employee who is also granted Parental leave under Section D, FML, shall be returned to work in accordance with Section D.3.h of this Article. An employee who was granted a medical leave of absence beyond four (4) months in accordance with Section C.6.e, shall be returned to the same or a similar position except as provided in Section C.7, of this Article.

- b. An employee who has been granted an approved medical absence for medical reasons other than pregnancy-related/childbearing disability shall be returned to the same or a similar position when the employee has been medically released to perform the essential assigned functions of his/her jobs, except as provided in Section C.7 of this Article. If the position held has been abolished or affected by layoff during the absence, the employee shall be afforded the same considerations which would have been afforded that that employee been on pay status when the position was abolished or affected by layoff.

D. FAMILY AND MEDICAL LEAVE (FML)

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

1. Definitions

- a. The leave year is the calendar year for all types of FML except Military Caregiver Leave. For Military Caregiver Leave, the leave year is the single 12-month leave period that begins on the first day of leave.
- b. The qualifying year is the 12-month period immediately preceding the commencement of the employee's leave and in which the employee must have worked 1,250 hours (Section D.2).
- c. Parental Leave is leave to bond with the employee's newborn or a child who has been placed with the employee for adoption or foster care or to attend to matters related to birth, adoption or placement of the child. Parental Leave shall be initiated and concluded within one year of the birth or placement of the child with the employee and shall be taken in accordance with applicable federal and state regulations. The total of Pregnancy Disability Leave (C.6) and Parental Leave (D.3.e), when taken in conjunction, shall not exceed seven months in the leave year pursuant to Section C.6.a of this Article.
- d. FML due to the employee's own serious health condition is leave granted when the employee's own serious health condition renders the employee unable to perform any one of the essential assigned functions of the

employee's position. An employee disabled because of pregnancy-related conditions is covered under Section C.6.

- e. 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.
- f. 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 eighteen (18) years of age or incapable of self-care because of a mental or physical disability.
- g. 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.
- h. Spouse means a partner in marriage.
- i. An employee's own serious health condition means an illness, injury, impairment, physical or mental condition that makes the employee unable to perform any one of the essential assigned functions of the employee's position and involves one of the following:
 - 1) Inpatient care in a hospital, hospice, or residential medical care facility; or
 - 2) Continuing treatment by a health care provider for:
 - a. A period of incapacity of more than three (3) consecutive calendar days; or
 - b. Any period of incapacity or treatment due to a chronic serious health condition; or
 - c. Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
 - 3) An employee's disability or work-related injury or illness may constitute a serious health condition.
- j. A serious health condition of a family member means an illness, injury, impairment, physical or mental condition, as described in D.1.i above, of the employee's child, parent, spouse, or same-or opposite-sex domestic partner which 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.

- k. Health care provider means doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), physician assistant, nurse practitioner, nurse-midwife, or clinical social worker performing within the scope of their practice as defined under State law; Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.
- l. 1,250 Hours of Actual Service means time actually spent at work and does not include any paid time off, such as vacation, compensatory time, or sick leave, paid holidays not worked, or time spent in unrestricted on-call status. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

2. Eligibility Criteria

Employees who have at least twelve (12) cumulative months of University Service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement), and have worked at least 1,250 hours of Actual Service during the 12-month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of FML in the leave 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. FML includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation, and leave of absence without pay. Aggregate time used for FML shall not exceed twelve (12) workweeks in the leave year unless the employee is taking FML as Military Caregiver Leave. An employee on approved leave may use compensatory time as defined in Article 13 – Hours of Work, prior to beginning FML.

3. General Provisions

a. Time Periods

- 1) For FML purposes only, twelve (12) workweeks means twelve (12) workweeks in the calendar year (or 26 workweeks in the single 12-month leave period if the employee is taking FML as Military Caregiver Leave) for full-time employees. For employees who work less than full time or who work full time but on alternative work schedules, the number of working days shall be adjusted on a pro-rata basis.

- 2) When supported by a complete and sufficient certification, the University shall grant FML for any of the six reasons identified in the first paragraph of Section D, except Parental Leave, on a reduced work schedule or on an intermittent basis including absences of less than one day. For Parental Leave, see Section D.4.d. Only the time actually spent on the intermittent or reduced leave schedule shall be counted toward the employee's entitlement of twelve (12) workweeks in the leave year.
 - 3) When the employee requests FML on an intermittent leave or leave on a reduced leave schedule for planned medical treatment, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall be to a position that has equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Should the employee object to the temporary transfer, the employee may submit a written request for review to the Department/Division Head. Such temporary transfer shall not be subject to Article 10 – Grievance Procedure or Article 3 – Arbitration Procedure.
- b. Notice
- 1) If the employee learns of the event giving rise to the need for leave more than thirty (30) days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and, at a minimum, thirty (3) days prior to the commencement of the leave, if practicable.
 - 2) If the need for leave is foreseeable due to the planned medical treatment of the employee or his/her family member, the employee shall make reasonable efforts to schedule the leave so as to avoid disruption to the University's operations.
 - 3) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the employee shall provide the University with as much advance notice as is practicable, and, at a minimum, with such notice within five (5) working days after learning of the event.
 - 4) An employee who fails to give thirty (30) days' notice for a foreseeable leave with no reasonable basis for the delay may have his/her FML delayed until thirty (3) days after the date on which the employee provides notice.
 - 5) The University shall determine whether the employee is eligible and qualifies for FML and shall notify the employee, in writing, when the leave is designated or provisionally designated as FML.

The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of twelve (12) workweeks in the leave year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave) may be granted in accordance with this section.

c. Certification

1) For the Employee's Own Serious Health Condition

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

- i. A statement as to whether the employee is unable to perform any one of the essential assigned functions of the position, and
- ii. The date, if known, on which the serious health condition commenced, the probable duration of the condition and the probable date of return, and
- iii. Whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration of the need for such a schedule, and
- iv. If the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

2) If Leave is Requested for the Employee's Family Member
When a leave of absence is requested for the serious health condition of the employee's family member, the University shall 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, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of format, in

addition to certifying that the employee's family member has a serious health condition, include:

- a. A statement that the serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
 - b. 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.
 - c. In addition, the employee will be required to certify either on the same form or separately what care he/she will provide the family member and the estimated duration of the period of care.
- 3) Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the University has the right to require the employee to obtain a second medical opinion from a second health care provider jointly approved by the University and the employee. Should the second medical opinion differ from that of the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third options and the third option shall be final.
- 4) If additional leave is requested upon expiration of the leave granted, or should the circumstances of the leave change, the University has the right to require the employee to obtain recertification. Also, when the certification states that the serious health condition of the employee or the employee's family member will last indefinitely, the University has the right to require the employee to provide a new certification, but no more frequently than every thirty (30) days. Such requests for subsequent certification shall be in writing.
- 5) If certification or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in the denial of

continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given fifteen (15) calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the denial of the leave or the denial of continuation of the leave. If the employee fails to provide a certification/recertification or a completed certification/recertification and the leave has not begun, the request for FML may be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML.

- 6) An employee who has been granted an FML for a reason other than Pregnancy Disability shall be returned to the same or an equivalent position when the employee returns. For employees returning after Pregnancy Disability Leave, see Section C.8.a. If the employee was taking FML due to his or her own serious health condition, the employee must be medically released to perform the essential assigned functions of his/her job before returning. Failure to provide a medical release to return to work may result in the denial of reinstatement until after the employee submits the required medical release certification.

d. Use of Accrued Paid Leave

- 1) An employee on FML to care for a family member with a serious health condition may elect to use accrued compensatory time off in accordance with Article 13 – Hours of Work prior to beginning FML. An employee may, at the discretion of the University, elect to use accrued vacation time before taking a FMLA leave without pay. If the employee's vacation leave accrual is at maximum the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay. Up to five (5) days of accrued sick leave per year may be substituted for FML taken to care for a family member with a serious health condition under this section pursuant to Article 36 – Sick Leave, Section B.3.c.
- 2) An employee on an approved Parental Leave may elect to use accrued compensatory time off in accordance with Article 13 – Hours of Work, prior to beginning FML. An employee may elect to use accrued vacation time before taking a FMLA leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.
- 3) An employee on leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 42 – Work-Incurred Injury or Illness, if applicable. Employees not eligible for University disability benefits and who are not on leave due to a

work-incurred illness or injury shall use all accrued sick leave prior to taking medical leave without pay. An employee may elect to use accrued compensatory time off in accordance with Article 13 – Hours of Work prior to beginning FML. An employee may also use accrued vacation before taking a FMLA leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.

- 4) For an employee's use of accrued leave while on Pregnancy Disability Leave, see Section C.6.e.
- 5) For an employee's use of accrued paid leave while on Military Caregiver Leave, see Section D.5.e.
- 6) For an employee's use of accrued paid leave while on Qualifying Exigency Leave, see Section D.6.e.

e. Continuation of Health Benefits

An employee on an approved FML shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental and optical) as if on pay status for a period of up to twelve (12) workweeks in the leave year for all types of FML other than those for Military Caregiver Leave or Pregnancy Disability Leave. If an employee is taking FML for Military Caregiver Leave, the employee is entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twenty-six (26) workweeks in the leave year. If an employee is taking FML for Pregnancy Disability, she shall be entitled to continue participation in health plan coverage (medical, dental and optical) as if on pay status for the period of disability up to four (4) months. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave shall not be entitled to an additional twelve (12) workweeks of health plan coverage during any FML she subsequently takes for Parental Leave or any other CFRA-covered reason provided the employee has not exhausted her CFRA leave entitlement for that leave year. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

f. Review of Denials or Deferrals of FML Requests

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

- g. **Return to Work**
An employee granted FML for any reason other than Pregnancy Disability shall be returned to the same or an equivalent position upon return from the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section C.8.a above. 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 on pay status when the position was abolished or affected by layoff. An employee granted a FML is not entitled to reinstatement to his/her position if the employee's appointment ending date or predetermined date of separation occurs before the scheduled return date.

- 4. **Parental Leave**
Parental Leave is a form of FML an employee may take to bond with the employee's newborn or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption or placement of the child. This type of leave shall be initiated and concluded within one (1) year of the birth or placement of the child with the employee. The University will grant a Parental Leave subject to the limitations described below.

- a. **Eligibility Criteria**
An employee taking Parental Leave must meet the eligibility requirements for FML set forth in Section D.2 except when the employee is taking Parental Leave immediately following an FML leave taken as Pregnancy Disability Leave; in those circumstances, an employee who was eligible for FML under CFRA at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave 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.
- b. **Requests for Parental Leave**
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 to allow the University to plan for the absence of the employee. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with FML taken for pregnancy/childbearing disability, shall be set at the time such Pregnancy Disability Leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of the child's placement with the employee.
- c. **Leave Entitlement**
When Parental Leave is combined with Pregnancy Disability Leave, the total FML shall not exceed seven (7) months in the leave year.
- d. **Length of Parental Leave**
The University shall grant a Parental Leave of less than two (2) weeks' duration on any two (2) occasions during the leave year. The University,

at its discretion, may request that any additional leaves for Parental Leave requested during this same time period be for a minimum duration of two (2) weeks.

5. **Military Caregiver Leave**
Military Caregiver Leave is a type of FML that an eligible employee may take to care for a family member who is a “covered servicemember” undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty on active duty in the Armed Forces, or who is otherwise in outpatient status or on the temporary disability retired list. The general FML provisions set forth in Section D.1 through D.3 above apply to Military Caregiver Leave except to the extent that provisions more specific to Military Caregiver Leave are set forth in this Section D.5.
 - a. **Definitions applicable to Military Caregiver Leave**
 - 1) **Covered service member means:**
 - a. A current member of the regular Armed Forces (including a member of the Reserves; a member of the National Guard; or a member of the Armed Forces, the National Guard, or the Reserves who is son the temporary disability retired list) who has a serious injury or illness incurred or aggravated in the line of active duty for which he or she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list; or
 - b. A veteran of the Armed Forces (including the National Guard or the Reserves), provided that the veteran is undergoing medical treatment, recuperation, or therapy for a serious injury or illness that was incurred or aggravated in the line of active duty, and that treatment, recuperation or therapy is occurring within five (5) years of the date the veteran left the Armed Forces.
 - 2) **Outpatient status means the status of a service member 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.
 - 3) **Serious injury or illness means an injury or illness:**
 - a. Incurred or aggravated by the covered service member in the line of duty on active duty that may render the service

member medically unfit to perform the duties of his or her office, grade, rank, or rating; or

- b. Of a veteran of the Armed Forces (including the National Guard or the Reserves), provided that the veteran's injury or illness was incurred or aggravated in the line of active duty, and that the medical treatment, recuperation, or therapy is occurring within five (5) years of the date the veteran left the Armed Forces.
- 4) Parent of a covered service member means a covered service member's biological parent, adopted parent, foster parent, or any other individual who stood in loco parentis to the covered service member when the covered service member was a child. The term does not include parents "in law."
 - 5) Son or daughter of a covered service member means a covered service member's biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
 - 6) Next of kin means either:
 - a. The nearest blood relative of the covered service member (other than the covered service member's spouse, domestic partner, parent, son or daughter); or
 - b. The person who the covered service member has designated in writing as his/her nearest blood relative for purposes of Military Caregiver Leave.
- b. **Eligibility Criteria**
In addition to meeting the eligibility requirements of FML set forth in Section D.2, an employee taking Military Caregiver Leave must be a spouse, domestic partner, parent, son, daughter, or next of kin of the covered service member.
 - c. **Leave Entitlement**
An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver leave during a single 12-month period.

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

If an eligible employee does not use all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered service member during this single 12-month leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered service member 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 service member, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates a recurring period of leave than does the employee's regular position.

- d. **Documentation and Certification**
Employees may be required to provide a certification completed by an authorized health care provider of the covered service member that provides information necessary to establish entitlement to Military Caregiver Leave. In addition, employees may be required to provide certain information (or have the covered service member provide that information) including information establishing that the service member is a covered service member for purposes of Military Caregiver Leave, his or her relationship with the employee, and an estimate of the leave needed to provide the care. The employee may also be required to provide confirmation of a covered family relationship between the employee and the covered service member.
 - e. **Use of Accrued Paid Leave**
An employee on Military Caregiver Leave may elect to use accrued compensatory time off in accordance with Article 13 – Hours of Work prior to beginning FML. An employee may, at the discretion of the University, elect to use accrued vacation time before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay. Up to five (5) days of accrued sick leave per year may be substituted for FML taken to care for a family member with a serious health condition under this section pursuant to Article 36 – Sick Leave, Section B.3.c.
6. **Qualifying Exigency Leave**
Qualifying Exigency Leave is a type of FML that an eligible employee may take if the employee's spouse, domestic partner, son, daughter or parent is a "covered military member" and the employee needs to attend to any "qualifying exigency" while the covered military member is on active military duty or has been notified of an impending call or order to active military duty in the armed Forces. The general FML provisions set forth in Sections D.1 through D.3 above apply to

Qualifying Exigency Leave except to the extent that provisions more specific to Qualifying Exigency Leave are set forth in this Section D.6.

a. Definitions applicable to Qualifying Exigency Leave

- 1) Covered military member means a military member who is on “active duty or call to active duty status” (as defined below) and is either:
 - a. A member of the regular component of the Armed Forces who is deployed to or returning from a foreign country due to service in the Armed Forces; or
 - b. A member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, or Coast Guard Reserve); or
 - c. A retired member of the regular Armed Forces or the Reserves.
- 2) Parent of a covered military member means a covered military member’s biological parent, adopted parent, foster parent, or any other individual who stood in loco parentis to the covered military member when the covered military member was a child. The term does not include parents “in law.”
- 3) Son or daughter of a covered military member means a covered military member’s biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the covered military member stood in loco parentis, and who is of any age.
- 4) Active duty or call to active duty status means duty under a call or order to active duty (or notification of an impending call or order to active duty) in the Armed Forces.
- 5) Qualifying exigency is defined as any one of the following, provided that the activity relates to the covered military member’s active duty or call to 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 covered military member who is either under the age of eighteen (18) or incapable of self-care.
- d. Financial and legal arrangements to address the covered military member's absence or to act as the covered military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status and for the ninety (90) days after the termination of the covered military member's active duty status.
- e. Counseling (provided by someone other than a health care provider) for the employee, for the covered military member, or for the child of the covered military member who is either under the age of eighteen (18) or incapable of self-care.
- f. Rest and recuperation (up to five [5] days for each instance) to spend time with the covered military member who is on short-term, temporary rest and recuperation leave during deployment.
- g. Post-deployment activities to attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the covered military member's active duty and to address issues that arise from the death of the covered military member while on active duty status.
- h. Additional activities related to the covered 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.

b. Eligibility

In addition to meeting the eligibility requirements of FML set forth in Section D.2, an employee must be the spouse, domestic partner, parent, son, daughter, or next of kin of the covered military member.

c. Leave Entitlement

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

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

d. Documentation and Certification

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

e. Use of Accrued Paid Leave

An employee on Qualifying Exigency Leave may elect to use accrued compensatory time off in accordance with Article 13 – Hours of Work prior to beginning FML. An employee on leave for Qualifying Exigency Leave may elect to sue accrued vacation time before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.

E. JURY DUTY/GRAND JURY DUTY

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

F. VOTING

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

G. 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.

H. ADMINISTRATIVE OR LEGAL PROCEEDINGS

1. When an employee is attending administrative or legal proceedings on behalf of the University or is subpoenaed by the University to appear as a witness on its behalf in an administrative or legal proceeding, leave without loss of straight-time pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and workweek.
2. Leave with pay shall not be granted when an employee is the plaintiff or defendant in a proceeding, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.
3. When served with a subpoena which compels the employee's appearance as a witness, in the prosecution of a person for an offense which the employee, by virtue of being on University premises during scheduled work hours, witnessed, the employee shall be granted leave without loss of straight-time pay for actual

time spent in the proceedings and in related travel time not to exceed the employee's normal work day and workweek.

4. The granting of leave without loss of straight-time pay status for other employment-related situations where an employee has been subpoenaed shall be at the sole non-grievable, non-arbitrable discretion of the University.

I. EMERGENCIES

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

J. UNIVERSITY FUNCTIONS

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

K. TEMPORARY MILITARY LEAVE FOR ACTIVE-DUTY & INACTIVE TRAINING

1. Temporary military leave for active-duty training shall be granted to any employee who, as a member of a reserve component of the United States Armed Forces (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces), is ordered to full-time active military duty for training for a period not to exceed one-hundred eighty (180) calendar days, including time spent traveling to and from such duty.
2. Eligibility for Pay
An employee granted temporary military leave for active duty training or reserve training leave for inactive duty is entitled to receive regular University pay for the first thirty (30) calendar days, but not to exceed the actual period of active duty for training, provided:
 - a. The employee has at least twelve (12) months of continuous University service immediately prior to granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
 - b. Such payment, in addition to University payment for reserve training, extended military leave and for military leave for physical examinations, does not exceed thirty (30) calendar days' pay in any one (1) fiscal year.
3. The University May Require Verification Of An Employee's Military Orders

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

4. **Part-Time Employees**
For purposes of Section K.2, an eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.
5. **Ineligible Employees**
An employee not eligible for military leave pay under Section K.2 may have such absence charged to accrued vacation, accrued compensatory time off, or the military leave may be without pay.
6. **Benefits**
 - a. An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.
 - b. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits.
7. **Reserve Training for Inactive Duty**
Reserve training leave for inactive duty shall be granted to any employee who, as a member of a reserve component of the United States Armed Forces, must perform inactive duty such as weekly or monthly meetings or weekend drills.

L. EXTENDED MILITARY LEAVE

1. Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of one-hundred eighty (180) days.
2. **Period Of Leave**
An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period generally not to exceed five (5) years. In addition to the initial period of the leave and any extensions thereof in

accordance with Section L, leave shall be granted for a period up to six (6) months from the date of release from duty.

3. Eligibility for Pay

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

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

4. The University may require verification of an employee's military orders.

5. Benefits

An employee granted extended military leave shall at the time the leave commences receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed 180 days. At the end of the 180-day period, vacation credits retained on the records shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred during the 180-day period.

6. Sick leave credit shall be retained on the records.

7. Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.

8. An employee may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University's Group Insurance Regulations.

9. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit toward completion of a probationary period (see Section L.10 of this Article). Vacation and sick leave accruals and holiday pay shall be granted only in accordance with those articles of this Agreement.

10. Probationary Employees

An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.

- a. If the probationary employee served in active military service for a period of thirty (30) to one-hundred and eighty (180) days, he/she shall not be

separated from employment by management action except for cause for six (6) months from the date of reinstatement.

- b. If the probationary employee served in active military service for a period in excess of one-hundred and eighty (180) days, he/she shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

11. Reinstatement

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

M. EMERGENCY NATIONAL GUARD LEAVE

1. Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in Section K.
2. **Eligibility for Pay**
An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days per emergency. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for military reserve training leave, extended military leave, and military leave for physical examination.
3. **Benefits**
An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency is over. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.
4. **Reinstatement**

- a. Following release from active duty, an employee granted leave for emergency National Guard duty shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.
- b. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's positions granted during military leave.

N. PHYSICAL EXAMINATION

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

O. DEFENSE WORK

Military leave without pay may be granted to an employee who is called or volunteers to serve in scientific research and development under the auspices of the federal government during a war or comparable period of national emergency. An employee granted such leave shall be eligible for the benefits set forth in Section K.5 – 11 of this Article and shall have the right to return to University service within six (6) months following termination of such defense work or the cessation of the war or period of national emergency, whichever occurs first. However, such an employee shall not be eligible for thirty (30) calendar days' pay for military leave.

P. FAILURE TO RETURN TO WORK

An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job, in accordance with Article 33 – Resignation/Job Abandonment, if such failure to return exceeds five (5) consecutive working days of the anticipated return date.

Q. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

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

1. Definitions for Military Spouse/Domestic Partner Leave

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

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, or the employee’s intention to take the leave; and
- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.

3. Use of Accrued Paid Leave

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

R. CATASTROPHIC LEAVE PROGRAM

Bargaining unit employees may participate, as donors and recipients, in Catastrophic Leave programs according to UC Davis campus procedures and Article 36 – Sick Leave, Section G.

**ARTICLE 19
MANAGEMENT RIGHTS**

- A.** Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, IAFF agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. Although the University may upon request consult with IAFF concerning the following areas, the University is not obligated to bargain with IAFF as to such areas during the term of this Agreement.
- B.** Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:
1. to establish the University's missions, programs, objectives, activities, and priorities;
 2. to plan, supervise, direct and control the use of resources to achieve the University's missions, programs, objectives, activities, and priorities;
 3. to develop, implement and administer affirmative action programs;
 4. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
 5. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 6. to determine the location or relocation, reorganization, or discontinuance of operations; to determine where employees shall work; or subcontract all or any portion of any operation;
 7. to assign, reassign and schedule work; to determine the need for overtime;
 8. to establish the size, composition, and qualifications of the work force;
 9. to recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff limited appointment, career, or probationary employees;
 10. to determine the basis for, and to determine the amount granted for merit increases;
 11. to establish, modify, and enforce standards of performance, conduct, and safety for employees; and to determine the process by which employee performance is evaluated;
 12. to reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily;

- 13. to maintain safety standards and programs;
 - 14. to determine and modify job classifications and job descriptions.
- C.** The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.
- D.** No action taken by the University with respect to a management right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

**ARTICLE 20
MEDICAL SEPARATION**

A. GENERAL CONDITIONS

1. When the University determines that a non-probationary career employee is unable to satisfactorily perform the essential assigned functions of her/his position with or without reasonable accommodation, due to a disability, that employee may be medically separated. Prior to medical separation the University will engage in the interactive process in accordance with the provisions of Article 31 - Reasonable Accommodation. 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 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 practitioner and/or the University's physician, and/or work-related information provided by appropriate University officials.
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.
4. If an 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 practitioner licensed by the State in which s/he practices and such return to work date is within one-hundred eighty (180) days of the beginning of leave of absence, the employee shall not, during the period between the beginning of the leave of absence and the return-to-work date (a maximum of one-hundred eighty [180] days), be medically separated.
5. An employee may be medically separated after receiving leave with full salary for a period not exceeding one (1) year, in accordance with Article 42 – Work-Incurred Injury and Illness. This section removes the Side Letter on 4804.

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

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 of intent 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;
2. 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.

A copy of the notice of intent shall be provided to IAFF.

D. EMPLOYEE NOTICE

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 follow the employee's timely response or, if no response is provided, 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.

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 order to be eligible for rehire under this Article, the medically separated employee must provide a medical certification from a University-approved medical physician describing in detail the medically separated employee's ability to return to work.
2. If a non-probationary 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 21
MULTIPLE APPOINTMENTS**

A. GENERAL PROVISIONS

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 appointment(s) which would place her/him in the unit, except that the time worked in per diem appointments is covered only by the provisions listed in Article 29 - Positions/Appointments.

B. BENEFITS

In the event an individual has multiple appointments, the employee shall be eligible to participate in the benefits provided in Article 4-A – University Health and Welfare Benefits and Article 4-B – University Retirement and Savings Plans, according to the UCRS Regulations.

**ARTICLE 22
NO STRIKES**

- A.** During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. IAFF, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, or other concerted activities, including sympathy strikes, which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. IAFF, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B.** Any employee who violates this Article shall be subject to discipline up to and including termination of employment. Any discipline imposed on career employees based on a violation of this article shall be in accordance with Article 7 – Corrective Action/Discipline and Dismissal.
- C.** IAFF 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 employees engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.
- D.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

**ARTICLE 23
NONDISCRIMINATION IN EMPLOYMENT**

A. GENERAL PROVISIONS

1. As required by law and University regulations, the University shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental disability, medical condition, cancer-related or genetic characteristics, 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), age, citizenship, union activity or affiliation.
2. General discrimination-related issues not related to any individual's specific complaint may be raised in the labor/management meetings defined in Article 15 - Labor-Management Meetings.

B. GRIEVABILITY/ARBITRABILITY

For discrimination complaints to be eligible for processing under the grievance procedure, the complaint must be eligible in accordance with Section B.1, 2, or 3, and 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.

C. GRIEVANCES THAT ALLEGE SEXUAL HARASSMENT

The University is committed to creating and maintaining a community where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of sexual violence and sexual harassment. The UC Davis Policy and Procedure Manual, Chapter 400, Section 20, contains the campus policy on Sexual Violence and Sexual Harassment. The campus policy supplements the UC Policy on Sexual Violence and Sexual Harassment promulgated through the Office of the President. These policies describe the University's actions to address complaints by those who believe they have been subject to sexual violence or sexual harassment.

With regard to alleged violations of the University's policies on sexual violence and sexual harassment, the University and IAFF agree that employees covered by this Agreement may elect, as a substitute and in lieu of Step 1 of Article 10 – Grievance Procedure, to use the campus sexual harassment resolution procedure. Use of the sexual harassment resolution procedure shall toll the time limits for Step 1 of the Grievance Procedure only if a grievance has been timely filed, pursuant to Article 10 - Grievance Procedure, Section F.1.a. In no circumstance shall sexual harassment grievances be eligible for appeal pursuant to Article 3 – Arbitration Procedure unless the grievance also alleges a violation of another arbitrable provision of this Agreement.

ARTICLE 24
OUT OF CLASS PAY/TEMPORARY ASSIGNMENT

A. Out of Class Pay/Temporary Assignment

1. An employee in a Fire Fighter title assigned to a twenty-four (24) hour shift, who is temporarily assigned by the University to fully perform the functions of a position in a higher classification shall be paid a stipend of five percent (5%) over her/his current step, or the minimum of the higher position's range, whichever is higher, for each hour he or she is assigned to perform the functions of a position in a higher classification.
2. An employee in a Fire Fighter title assigned to a forty (40) hour week and who is assigned in writing by the University to fully perform the functions of a position in a higher classification shall be paid either a stipend of five percent (5%) over her/his current step or the minimum of the higher position's range, whichever is higher, for each hour he or she is assigned to perform the functions of a position in a higher classification. The unit supervisor has the discretion to assign or not assign an employee to a out-of-class assignment based on the operational needs of the unit.

B. An employee who is temporarily assigned to perform the duties of a position in a lower paying classification shall continue to receive the employee's regular rate of pay.

C. An employee who is temporarily assigned duties outside the bargaining unit will remain in the unit.

ARTICLE 25 PARKING

A. GENERAL PROVISIONS

1. The University shall provide to employees covered by this Agreement parking and parking-related services at each campus/hospital to the same extent and under the same conditions as normally provided for other University 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.

B. LOCAL PARKING MEETINGS

Local Labor/Management Meetings shall be scheduled by mutual agreement to address parking issues and alternative transportation. Up to three (3) members of the bargaining unit shall be released pursuant to Article 15 - Labor/Management Meetings in without-loss-of-straight-time status. In addition, one (1) IAFF representative for northern California and one (1) for southern California shall be designated as the systemwide parking advisers to local parking discussions will be released in without-loss-of-straight-time status to attend two (2) local meetings per year per location with reasonable travel time.

C. PARKING AND TRANSPORTATION RATES

1. At least forty-five (45) calendar days prior to a campus' or hospital's implementation of new or changed parking fees to be charged to employees of this unit, the University shall inform IAFF of its intent to establish or change parking charges.
2. IAFF shall have fifteen (15) calendar days from receipt of the University's notice to request that the University meet with IAFF to discuss the changes.
3. Upon receipt of a timely written request from IAFF, the campus shall schedule a meeting to discuss with IAFF the new or changed parking charges. Such meeting shall occur within fifteen (15) calendar days following IAFF's request to meet. Continuation of discussions beyond the implementation date specified in the notice to IAFF shall not preclude the University from implementing the new charges on the date specified in the notice to IAFF.

D. GRIEVANCES

IAFF may grieve the implementation of the parking fee without forty-five (45) calendar days' notice, with the remedy being limited to the reimbursement to affected employees covered by this Agreement of the difference between the new fee and the old fee for the number of days the notice provided was less than forty-five (45) calendar days. Otherwise,

the establishment and implementation of new or changed parking services or charges are at the sole, non-grievable, non-arbitrable discretion of the University.

**ARTICLE 26
PAYROLL DEDUCTION**

A. GENERAL CONDITIONS

1. IAFF shall establish the monthly amount it requires for union members' dues and initiation fees, and the amount required of unit members for agency fees. IAFF shall certify to the University in writing the monthly union dues and agency fee amounts, and the amount of members' initiation fees. The amount of the agency fee shall not exceed the monthly dues that are payable by members of IAFF. The University agrees to deduct from the pay of represented employees the amount of agency fees and dues IAFF has certified in writing.
2. IAFF may change the amounts to be deducted from unit employees' pay once per calendar year. Any annual changes in the amounts to be deducted for IAFF dues or agency fees shall be certified to the University, in writing, at least forty-five (45) calendar days prior to the effective date of such change. All actual costs associated with changing the dues/agency fee amount (machine, programming, etc.) shall be paid by IAFF, following discussion with IAFF.
3. Dues/agency fee deductions 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.

B. DUES AND FEES

The payment of fair share fees and union dues through payroll deduction will continue even if the collective bargaining agreement expires.

1. Union Dues
 - a. The University will deduct from the pay of union members who have submitted a written individual authorization for the deduction of union dues, the monthly amount certified by the Union to be the dues required for the employee's membership in the Union. The employee's authorization must be provided on a form agreed upon by the parties.
 - b. Dues deductions shall be effective following the University's receipt of the authorization form and completion of the appropriate programming and/or payroll changes.
 - c. An employee may at any time cancel her/his authorization for payroll dues deduction by presenting her/his written request for termination and cancellation to the designated University office. The University will send a copy of the written request for cancellation of dues deduction to IAFF.
2. Agency Fees

- a. Employees who do not pay union dues shall pay agency fees as a condition of employment. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to IAFF.
- b. Employees who are conscientious objectors to the payment of agency fees must apply for objector status with IAFF.
 - 1) IAFF shall determine the validity of the employee's status as a conscientious objector.
 - 2) If IAFF agrees to the objector status of the employee it shall provide monthly to the University proof of payments made to Charitable Organizations.

C. PROCESSING PAYROLL DEDUCTIONS FOR DUES AND FEES

1. For each dues/fee deduction check submitted to IAFF, each campus shall deduct from the total dues amount remitted, an administrative fee of seven cents \$.07 per employee for who dues deductions are being made in addition to ten dollars \$10.00 for each check remitted. These costs will continue to be charged to IAFF on an ongoing basis.
2. Each campus shall remit to IAFF, in the form of a check to an address designated by IAFF, an amount representing the dues/fees deductions less any reduction(s) referenced in Section C.1, above. Accompanying the check shall be a standard electronic and printed deduction report, which shall contain by campus, by local number, an alphabetical listing of the IAFF unit members for who payroll deductions were made. The report shall include the employee identification number, employee name, bargaining unit code, campus code, employee within unit salary, and amount withheld. Any costs associated with changing the deduction report referenced above shall be fully paid by IAFF. The report shall be provided electronically via the FTP site.

D. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues or fee deductions, or any part thereof, the University shall correct the deduction amounts within thirty (30) days of notice from the Union.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues amount in any given pay period.
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.

E. OTHER DEDUCTIONS

Payroll deductions shall be made for IAFF sponsored programs pursuant to the provisions of the University's Accounting Manual requirements. For insured benefit programs the section of the Accounting Manual entitled "Special Regulations for Non-University Insured Benefit Program" applies. For other than insured benefit programs the section of the Accounting Manual entitled "Employee Organizations" applies.

F. INDEMNIFICATION

It is specifically agreed that the University assumes no obligation other than that specified in Section A, above, or liability, financial or otherwise, arising out of the provisions of this Article. IAFF shall inform the University when the amount of the monthly dues changes. Such notice should be sent in time to provide for appropriate programming. Further, IAFF hereby agrees that it will reimburse the University for any cost 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 27 PERFORMANCE EVALUATION

A. DEFINITION

Performance Evaluation is a constructive process to acknowledge the performance of a non-probationary career employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of her/his duties. Performance evaluation is not in and of itself a disciplinary procedure.

B. EVALUATION OF EMPLOYEES

1. The performance of each employee shall be evaluated at least annually, in accordance with a process established by the University. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.
2. The performance of non-probationary career employees shall be evaluated in writing at least annually on a schedule and in a manner in accordance with the campus determined performance evaluation procedure(s). At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation or add relevant materials which may supplement or enhance the evaluation. The comments or additional relevant materials, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.
3. In the event a non-probationary career employee does not receive the written evaluation, the employee's performance for the year period shall be deemed to have been satisfactory for the purposes of salary increase.
4. The annual period within which written performance evaluations of non-probationary career employees are to be provided shall be determined by the University on a campus by campus basis.

C. DISPUTES

1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to the provisions of Article 10 - Grievance Procedure of this Agreement. Such grievance concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through Steps 1 and 2 of the Grievance Procedure but shall not be eligible for review at Step 3 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and revision of the rating(s) in question.
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 Article 10 - Grievance Procedure of this Agreement, except as set forth in Section C.1, above.

**ARTICLE 28
PERSONNEL FILES**

A. GENERAL PROVISIONS

1. Information in the Files
 - a. An employee's personnel file(s) contain information pertaining, but not limited, to: employment, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; education, honors and awards; duties and job classification; performance; discipline, release, and dismissal actions; attendance; and other relevant or necessary information specified by the University.
 - b. Copies of letters of disciplinary action, along with copies of proofs of service that accompany the letters, upon being provided to an employee, shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such letters shall be placed in her/his personnel file(s). Such comments shall not require the University to change or alter the letters or the actions indicated by the letters.
 - c. Letters of warning shall, upon written request of the employee, be removed from the employee's personnel file(s) if there have been no other disciplinary actions of the same or of a similar kind for a two (2) year period, unless required by law. If there have been no other disciplinary actions of the same or similar kind for a two (2) year period, letters of warning which would be removed upon an employee's request which are more than two (2) years old will not be used or relied upon to take or support disciplinary action. The employee shall receive the written request and the document(s) back.
 - d. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable/arbitrable.
 - e. Items placed in an employee's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file.

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

An employee shall, upon written request to the University, have the opportunity to review her/his personnel file(s) within a reasonable time in the presence of a representative of the University.

1. An employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review her/his personnel file(s). When granting such requests, the immediate supervisor shall take into account the frequency of such

requests and the amount of time the employee is or will be engaged in such activity and the impact on operational requirements.

2. An individual of the employee's choice may accompany the employee when the employee is reviewing her/his personnel file(s).
3. Alternatively, an individual employee may authorize a designated representative to review the employee's personnel file(s) on the employee's behalf. Such written authorization shall be valid for a period of thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the employee.
4. When the employee has chosen a member of the Fire Fighter Unit to assist in the review of the file(s), that person's release time shall be in accordance with the provisions of this Agreement.

C. PROTECTED INFORMATION

Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the employee and/or the employee's representative.

D. GRIEVANCE-RELATED FILES

Records involving the processing of an employee's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the employees' personnel file. It is not the intent of this Section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement.

E. DUPLICATION COSTS

Employees shall receive, without cost, a first (1st) copy of documents, or extracts thereof, that are located in her/his personnel file.

**ARTICLE 29
POSITIONS/APPOINTMENTS**

A. CAREER APPOINTMENTS

1. Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time and are expected to continue for one (1) year or longer.
2. Beginning on January 1, 2001 a career appointment may also be established by conversion from a limited appointment pursuant to Section B.2, of this Article.

B. LIMITED APPOINTMENTS

1. A limited appointment is established at any percentage of time, fixed or variable, during which the appointee is expected to be on pay status for less than one-thousand (1,000) hours in a rolling twelve (12) month period.
2. In the event that a limited appointment employee attains one-thousand (1,000) hours of qualifying service within a rolling twelve (12) months, without a break in service of at least one-hundred twenty (120) consecutive calendar days, the incumbent's appointment shall convert to career.
 - a. Qualifying service includes all time on pay status in one (1) or more limited appointments at the campus. Pay status shall not include on-call or overtime hours.
 - b. Such career conversion shall be effective on the first (1st) day of the month following attainment of one-thousand (1,000) hours of qualifying service.
 - c. Any break in service of one-hundred twenty (120) days or longer shall result in a new twelve (12) month period for purposes of calculating the one-thousand (1,000) hour requirement.
3. The automatic conversion to career status, as provided in Section B.2, above, will not occur when:
 - a. An employee who was hired as a replacement for another person who is on an extended leave that 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, or the employee was hired specifically to work on a short-term project lasting no more than one (1) year.

4. Employees 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.
5. 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 formal extension of the appointment.

C. REASSIGNMENT

The reassignment of an employee in a full-time career appointment to a partial-year appointment, to a part-time career appointment, or to a limited appointment, at a fixed or variable percentage of time shall be considered a reduction in time and must be carried out in accordance with the provisions of Article 16 - Layoff and Reduction in Time.

D. PARTIAL-YEAR APPOINTMENTS

1. General Provisions

Partial-year appointments are career appointments established with regularly scheduled periods during which the incumbents remain employees but are not at work. These scheduled periods during which employees are not at work are designated as furloughs and are without pay. Furlough periods are not to exceed a total of three (3) months in each calendar year.

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

2. Pay

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

3. Benefits

An employee in a designated partial-year career appointment shall be provided the University's contribution to the cost of applicable University-sponsored benefits in accordance with the provisions of Article 4-A - University Health and Welfare Benefits, and Article 4-B – University Retirement and Savings Plans. For health plans which require an employee contribution, employees on furlough must remit

the amount of the employee's contributions in accordance with the applicable plan rules to remain in force.

4. Benefit coverage, including all types of insurance coverage, shall be in accordance with applicable plan rules.
5. Time on furlough is not qualifying time for vacation leave, sick leave, holiday pay, or service computation for seniority or retirement.

E. REHIRED RETIREES

Rehired Retirees working in positions covered by this unit will be eligible to elect to waive future retirement accruals to the same extent that other rehired retirees in staff positions are eligible.

F. PER DIEM APPOINTMENTS

1. Per Diem appointments are appointments at any percentage of time regardless of the duration of the appointments. These appointments are established to complement career and limited appointments when necessary to maintain appropriate staffing of the University.
2. Employees who are in per diem title codes are covered by per diem salary rates, established at fifteen percent (15%) over the midpoint of the range.
3. Employees in per diem appointments may be disciplined, released or have their time reduced at the sole discretion of the University and without recourse to Article 10 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement, except as set forth in Section H.4, of this Article.
4. **Special Per Diem Rights**

Per Diem employees who work one-thousand (1,000) hours, exclusive of overtime and on-call hours, within the following twelve month (12 month) period, and who provide the University with a commitment to work in the future at least fifty percent (50%) time, will be eligible for coverage by Article 7 – Corrective Action/Discipline and Dismissal and the related portions of Article 3 - Arbitration Procedure and Article 10 - Grievance Procedure.

- a. Failure to comply with minimum scheduling requirements may result in release from employment at any time at the sole discretion of the University and without access to Article 10 - Grievance Procedure.
- b. In the event a Per Diem employee rescinds her/his fifty percent (50%) work commitment, or fails to work fifty percent (50%) time or one-thousand (1,000) hours as scheduled within a twelve (12) month period, s/he waives her/his right to Article 3 - Arbitration Procedure, Article 7 - Corrective Action/Discipline and Dismissal, and Article 10 - Grievance Procedure.

- c. Use of Article 10 - Grievance Procedure, and Article 3 - Arbitration Procedure of this Agreement by employees in Per Diem positions is limited to alleged violations of the Wage, Overtime, and Work Rules provisions of the Agreement, except as set forth in Section A.3.d, of this Article.

**ARTICLE 30
PROBATIONARY PERIOD**

A. GENERAL CONDITIONS

1. Employees appointed to career positions shall serve a probationary period of twelve (12) months of continuous service at one-half (½) time or more without a break in service, commencing on the first (1st) day of actual work.
2. Time on leave, with or without pay, is not qualifying service for the completion of the probationary period.
3. During a full probationary period, the employees' work performance and general suitability for University employment shall be evaluated in writing, at or near the midpoint.
4. Employees who are rehired following a break in service of one (1) year or less shall not be required to serve a new probationary period, provided:
 - a. rehire occurs in the same class and specialty within the same department, and
 - b. the rehired employee had regular status in that class at the time of termination.

Otherwise rehired employees serve a probationary period.

B. TRANSFER FROM NON-CAREER TO CAREER POSITIONS

1. A non-career employee appointed, transferred or promoted to a career appointment within the unit may, at the sole non-grievable discretion of the University, be required to serve a twelve (12) month probationary period upon employment in the career position.
2. However, a non-career employee in a limited appointment who has met the criteria in Article 29 - Positions/Appointments, Section B.2, for conversion to career status and who has worked in the same limited appointment in which s/he is directly converted will have such time in that appointment applied against the probationary period for the new career appointment. For the purposes of this provision, "same appointment" means an appointment in the same department/unit and with the same duties as the appointment to which the individual was assigned prior to conversion, and which reports to the same supervisor as did the previous limited appointment.
3. A non-career employee in a limited appointment who has at least twelve (12) months of continuous service at fifty percent (50%) time or more in a non-career appointment and who is appointed or is converted in accordance with Article 29 – Positions/Appointments, Section B.2, to a career with substantially similar job

duties shall have three (3) months service credit toward completion of her/his probationary period in the new career position.

C. RELEASE DURING PROBATIONARY PERIOD

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

D. DISPUTES

1. Except for the University's failure to provide a performance evaluation pursuant to Section A.3, above, actions taken by the University under the provisions of this Article are not subject to the grievance or arbitration procedures of the Agreement.
2. In the event an employee alleges that the University failed to provide a performance evaluation as provided in Section A.3, above, the remedy shall be limited to evaluating the employee's performance in writing.

**ARTICLE 31
REASONABLE ACCOMMODATION**

A. GENERAL PROVISIONS

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. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

B. THE INTERACTIVE PROCESS

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. The employee may have her/his representative participate in this dialogue. Options may include, but are not limited to: a modified work schedule; a leave of absence; reassignment; modified equipment; assistive devices; modification of existing facilities; and restructuring the job. Both the University and the employee are expected to participate in the interactive process.

During the interactive process the University considers information related to: the essential functions of the job, functional limitations; possible accommodations; the reasonableness of possible accommodations; and implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made.

University-wide and local procedures provide further guidance on the implementation of the interactive process.

C. MEDICAL DOCUMENTATION

The employee is responsible for providing medical documentation specific to the disability and which is sufficient to assist in understanding the nature of the employee's functional limitations. When necessary, the University may require that the employee be examined by a University appointed licensed healthcare provider. In such a case, the University shall pay the costs of any medical examinations requested or required by the University.

D. SPECIAL SELECTION FOR OTHER POSITIONS

An employee who becomes disabled may be selected for a position without the requirement that the position be publicized.

ARTICLE 32
RELEASE TIME FOR BARGAINING

- A.** IAFF shall designate as a bargaining team member for the unit not more than one (1) active status bargaining unit employee. IAFF shall provide in writing the names of the designated permanent members of its bargaining team to the UC Davis campus Employee & Labor Relations at least thirty (30) calendar days prior to the first (1st) scheduled bargaining session. In the event any designated member is to be permanently replaced, the name of the permanent replacement shall be communicated in writing to the Employee & Labor Relations. Employee & Labor Relations shall acknowledge in writing the newly designated permanent replacement, and inform the appropriate work location. Such notification of a permanent replacement shall be made to the Employee & Labor Relations two (2) workweeks prior to the first (1st) scheduled bargaining session to be attended by the replacement employee. Designated team members who are members of the bargaining unit may be released from their work assignments without loss of straight-time pay to attend scheduled bargaining sessions. Alternates or substitutes for any of the designated team members may be permitted when IAFF has provided the Employee & Labor Relations with the name and work location of the replacement at least two (2) weeks in advance of the date of the change, unless the parties agree to a shorter notice period.
- B.** No more than a total of two (2) bargaining unit employees shall be in without-loss-of-straight-time pay and benefits status for attendance at scheduled bargaining sessions for the unit including reasonable travel time to attend bargaining sessions. Without-loss-of-straight-time-pay status shall be provided only for bargaining sessions, and only for the days which the member would have been scheduled to work had s/he not been released from her/his work assignments to attend scheduled bargaining sessions. The hours for which any of the designated union bargaining team members are in without-loss-of-straight-time-pay status shall not exceed the bargaining team member's actual scheduled work hours for any one day of a scheduled bargaining session. Time in without-loss-of-straight-time status for the purpose of bargaining shall not count in the calculation of overtime, and will not result in any double payment for the hours in such status. Deviation from this paragraph may be made only by mutual agreement of the parties on a case-by-case basis.
- C.** Bargaining sessions are defined as the 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 the scheduled meeting day as the result of the University's unavailability to appear at the bargaining table, or the University agrees that a full-day union bargaining team caucus is necessary to the bargaining process, the University may designate a day without a face-to-face meeting as a "bargaining session".
- D.** An employee designated as a bargaining team member for the unit shall provide her/his supervisor with written notice of their intent to attend scheduled bargaining sessions as soon as practicable following the scheduling of bargaining sessions. A bargaining team representative may be denied release time for bargaining, either in paid or unpaid status, if her/his supervisor is not provided at least fourteen (14) calendar days prior notice of her/his need for release time, unless the parties agree to a shorter notice period.

- E.** IAFF shall provide an attendance roster at the end of each bargaining session.
- F.** Reasonable travel time means actual travel, via the most expeditious method of transportation available, to and from scheduled bargaining sessions for the designated employees.
- G.** Attendance by a bargaining team member at scheduled bargaining sessions shall constitute fulfillment of the employee's work obligation for that day.
- H.** The University shall make a good faith effort to modify a bargaining team member's work schedule in order to accommodate her/his participation in bargaining sessions.

**ARTICLE 33
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 the employee's submission of a written notice of resignation there shall be no withdrawal or rescinding 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 within two (2) scheduled work days following the oral notice. If such oral notice is not rescinded within the two (2) work-day limit, there shall be no withdrawal or rescission of her/his resignation except by the written mutual agreement of the University and the employee.
4. With the exception of retirement, the final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee in a timely manner, normally, within seventy-two (72) hours, and in conformance with appropriate sections of the Labor Code. Retirement compensation shall be provided pursuant to retirement plan regulations.

B. JOB ABANDONMENT

Failure to report to work as scheduled for five (5) consecutive work 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 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 is not subject to the grievance and/or arbitration provisions of this Agreement.

**ARTICLE 34
RESPECTFUL AND FAIR TREATMENT**

- A.** IAFF and the University recognize that respectful, fair treatment of others promotes a work environment and organizational culture that supports and values all members of the University community. Therefore, officers of the University shall treat members of the bargaining unit with dignity and respect in all interactions. In addition, members of the bargaining unit shall treat officers of the University with dignity and respect in all interactions.
- B.** Nothing in this Article shall be construed to change established University policies and practices about political expression and/or freedom of speech; nor shall anything in this Article impede normal expression in labor-management communications. A University wide Labor/Management meeting shall develop an understanding of application of the above stated limitations for purposes of this Article, in addition to developing the meaning of "dignity and respect" for purposes of this Article.
- C.** Any complaints arising from this Article A and B, above shall be grievable only through Step 2 of the grievance process.

**ARTICLE 35
SEVERABILITY**

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

**ARTICLE 36
SICK LEAVE**

A. ACCUMULATION OF SICK LEAVE CREDIT

1. Using the Factor Accrual System, an eligible firefighter shall earn sick leave credit at the rate of .049450 hours per hour on pay status, but excluding all paid overtime hours.
2. An employee must be on pay status for at least one-half (½) of the working hours of a quadriweekly cycle to earn sick leave credit for that cycle. Time on pay status in excess of a full time work schedule does not earn sick leave credit. Sick leave is earned during leave with pay.
3. Accrued sick leave is credited and available for use on the next payday following each quadriweekly pay cycle in which it is earned, 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.
4. The number of sick leave hours which may be accumulated is unlimited.
5. Use of sick leave will be deducted based on the actual scheduled hours not worked.

B. ELIGIBILITY AND USE OF ACCUMULATED SICK LEAVE

1. **General Provisions**
 - a. Requests for the use of sick leave shall be made in accordance with campus or departmental procedures.
 - b. Sick leave is to be used for medical appointments with advance approval, personal illness or personal disability; and for the death or serious illness of others as provided in Section B.3 and Section B.4, below. In the case of medical appointments, a request for sick leave shall not be unreasonable denied.
 - c. Sick leave shall not be used prior to the time it is credited. Sick leave shall not be used in excess of the employee's normally scheduled hours or work for the day or days for which the sick leave is claimed. Sick leave shall not be used beyond a predetermined date of separation, including retirement or layoff, or beyond a predetermined date beginning a leave of absence without pay.
2. **Pregnancy**

A pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she is no longer able to work or the date of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that she is physically unable to perform the normal duties of her job. A pregnant employee may also be eligible for Pregnancy Disability Leave as provided in Article 18 – Leaves of Absence.

3. Care of Others

Up to thirty (30) days of accumulated sick leave per year may be used when the employee is required to be in attendance or to provide care of either:

- a. The serious illness of the employee's parent, spouse, domestic partner, child(ren), brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household; or
- b. The employee's spouse, parent(s) or child(ren), suffering from a "serious health condition" as defined in Article 18 - Leaves of Absence.
- c. Sick leave granted under this section may be used to offset unpaid Family Care and Medical Leave granted pursuant to Article 18 - Leaves of Absence.

4. Bereavement

Sick leave for bereavement purposes may be used as follows:

- a. Up to five (5) days of accumulated sick leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, domestic partner, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household.
- b. In the event an employee has a personal obligation for a person other than someone in Section B.4.a, above, the employee shall be permitted to use up to five (5) days of accrued sick leave per calendar year for funeral attendance/bereavement.

5. Illness While on Vacation

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

C. SICK LEAVE PAY

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

D. SICK LEAVE NOTIFICATION AND VERIFICATION

1. No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee. Subsequent to an employee's notice of illness/disability, no time for which the employee has requested and/or received sick leave authorization may be charged to accumulated/anticipated compensatory time, leave with pay, vacation, or holiday time, except as provided in Article 18 - Leaves of Absence.
2. Any employee who anticipates a series of three (3) or more medical appointments which will require a repeated use of sick leave, or who knows in advance the date and/or time of scheduled appointments, shall inform her/his immediate supervisor of the anticipated or known schedule of treatment.
3. The University may require reasonable documentation of an employee's sick leave absence when an absence exceeds three (3) consecutive scheduled days of work, or for shorter periods when:
 - a. it appears to be justified and,
 - b. notice has been provided to the employee prior to her/his return to work, that documentation will be required, or
 - c. the employee has been given advance written notice that documentation will be required.
4. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.
5. When medical documentation is required by the University, it shall be from a health practitioner licensed by the state in which s/he practices to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program.
6. The University may have an employee claiming disability examined by a physician or physicians of its choosing, in accordance with Article 18 - Leaves of Absence.

The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a physician of its choosing on the employee's work time.

7. When the University has determined that an employee's repeated use of sick leave is abusive, and has given the employee prior written notice that accrued sick leave use may be denied on future instances of illness, such employee may be denied the ability to use her/his accrued sick leave when absent due to illness.

E. TRANSFER AND REINSTATEMENT OF SICK LEAVE

1. Transfer/Promotion/Demotion to Positions Covered by this Agreement

- a. An employee transferred, promoted, or demoted without a break in service to a position that does not accumulate sick leave shall have any accumulated sick leave transferred.
- b. An employee transferred, promoted, or demoted to a position that does not accumulate sick leave shall have her/his accumulated sick leave held in abeyance. If the employee subsequently moves, without a break in service, to a position which does accumulate sick leave, the previously accumulated sick leave shall be restored.
- c. An employee who has been laid off and is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all sick leave accumulated from prior service reinstated.

2. Reemployment in Positions Covered by this Agreement

- a. An employee re-employed from University service or State of California service into the bargaining unit after a break in service of less than fifteen (15) calendar days shall have all sick leave accumulated from prior service reinstated if the new position is one which accumulates sick leave.
- b. An employee re-employed in this bargaining unit after a break in service of more than fifteen (15) calendar days but less than six (6) months shall have sick leave accumulated from prior service up to a maximum of eighty (80) hours reinstated. For purposes of this Section E.2 only, "sick leave accumulated from prior service" includes sick leave accumulated in State of California service.

3. Transfer/Promotion/Demotion to Positions Not Covered by this Agreement

- a. An employee who is transferred, promoted, or demoted into a position not covered by this Agreement shall have the accumulation, use, and transfer of sick leave governed by the policies and/or contract covering employees in that unit or personnel program.

- b. This Article shall apply to employees with split/multiple appointments in accordance with the provisions of Article 21 - Multiple Appointments.

F. CONVERSION OF SICK LEAVE ON RETIREMENT

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

G. CATASTROPHIC LEAVE

When the University implements a catastrophic leave program at a campus, or a department at any of these locations, the provisions of the program shall apply equally to eligible employees covered by this Agreement.

ARTICLE 37 SUBCONTRACTING

A. GENERAL PROVISIONS

1. The University retains the right to subcontract all or any portion of operations. When the University decides to subcontract, and such subcontract will result in the layoff of employees in the bargaining unit, the University will provide IAFF with a copy of the Request for Proposals (RFP) seven (7) calendar days after it is issued. In the event no RFP is issued and the subcontract will result in bargaining unit employee layoffs, the University will give at least sixty (60) calendar days notice prior to the commencement of work by the contractor.
2. Prior to the commencement of the work that has been subcontracted and following receipt of a timely request from IAFF, the University shall meet with IAFF to discuss the effects of subcontracting upon bargaining unit employees who may be laid off. 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 pursuant to Article 16 - Layoff and Reduction In Time.

B. DISPLACEMENT OF EMPLOYEES

1. Except as provided below, the University of California will not contract out services that result in the layoff of non-probationary career bargaining unit employees.
2. Examples of instances in which a contract for such services may be appropriate include:
 - a. The need to obtain special services and equipment that are not available internally;
 - b. The need to obtain special expertise or efficiencies that are better provided through an outside contractor than by the University; and
 - c. Financial necessity.
3. Where financial necessity is the reason for the exception, before contracting for work which is fully or partially supported from state funds, including those at the teaching hospitals, the University shall first (1st) seek funding from the Legislature to address the financial necessity.
4. When the University has determined to contract for services it will provide IAFF with a copy of any RFP within seven (7) calendar days after it is issued pursuant to Section A.2, above. Such notice shall demonstrate the appropriateness for the contract, in accordance with Section B.2, above.

- a. If IAFF asks to meet with the University about the proposed contract for services, such a meeting will occur as soon as practicable following the University's receipt of the request. The meeting will not delay the commencement of the contract.
- b. If IAFF believes that the University failed to comply with the provisions of Section B, above, it can file a formal complaint with the Office of the President, Office of Labor Relations. The Office of the President shall make the final determination as to whether the contract meets the conditions in Section B. The Office of the President decision is not grievable or arbitrable.

C. EFFECT OF CONTRACT ON EMPLOYEES

To minimize the effects of layoff, when a non-probationary career bargaining unit employee is notified of layoff because the University entered into a contract for services that the employee performed, the University will make available another bargaining unit position for which the employee is qualified. The position will be at the same campus from which the employee was laid off. Where the provisions in this Article are inconsistent with the provisions of Article 16 - Layoff and Reduction In Time, the provisions of this Article and Section shall control.

1. The available position shall be offered at the same duration, percent time, and appointment type held by the employee when displaced.
2. The available position shall be offered at the same base rate of pay earned by the employee when displaced.
3. The right to be offered a position pursuant to this section shall begin on the date an employee is notified of layoff (displacement).
4. The right of the displaced non-probationary career employee to be offered a position pursuant to this section shall terminate upon acceptance or refusal of the offered position at the same base rate of pay.
5. A displaced non-probationary career employee who refuses an offered position at the same base rate of pay shall be placed in layoff status.

D. LEGISLATION/SUPPLEMENTAL BUDGET LANGUAGE

The language of this Article will be effective only when the Supplemental Report to the 2001 Budget for the State of California or any comparable successor act is not in effect. To the extent this Article is in conflict with legislation regarding subcontracting at the University, the legislation shall control.

- E.** Nothing in this Article shall be interpreted as prohibiting action, which must be taken to establish or maintain eligibility for any federal program, contract or grant where ineligibility would result in a loss of federal funds to the University of California.

**ARTICLE 38
TRANSFER/PROMOTION/RECLASSIFICATION**

A. GENERAL PROVISIONS

The electronic recruitment process shall be generally accessible to employees and shall have a method available for employees to determine classifications or positions that are generally available to all employees for application, in accordance with the campus system. Upon written request, the University shall provide or make accessible to IAFF a regular list of and information about positions that are under recruitment.

B. RELEASE TIME FOR UNIVERSITY INTERVIEWS

Employees who are scheduled for a job interview at the same location as the employee's current position shall be granted reasonable time off with pay, as determined by the University, if the interview has been scheduled during the employee's normal work hours. An employee scheduled for a job interview at a campus other than where the employee is currently employed shall be granted reasonable time off with pay, as determined by the University, for an amount of time normally equal to the time that would be required for an interview on the employee's own campus, if the interview has been scheduled during the employee's normal work hours.

C. FILLING VACANT POSITIONS

1. An active vacant bargaining unit position shall be filled in the following order:
 - a. by recall of a qualified indefinitely laid off non-probationary career employee in accordance with Article 16 - Layoff and Reduction In Time,
 - b. by preferential rehire of a qualified indefinitely laid off non-probationary career employee in accordance with Article 16 - Layoff and Reduction In Time,
 - c. by any other qualified applicant.
2. When "other qualified applicants" are substantially equally qualified, the University shall first (1st) consider providing transfer and promotion opportunities to qualified career employee applicants, including considering their work performance history and experience.
3. In those instances where the University is considering the employment qualifications of individuals available for reasonable accommodation or reemployment following medical separation, the provisions of Section C.1, need not apply.

D. EMPLOYEE TRANSFERS/PROMOTIONS

1. In considering an employee for transfer and promotion, the University shall consider the employee's University work performance and experience.
2. Upon promotion, an employee shall be granted at least a five percent (5%) salary increase or an increase to the minimum of the salary range of the new class, whichever is greater, provided that the new rate does not exceed the maximum of the new class. In addition, the University, at its sole non-grievable discretion, may determine that the employee should receive a greater increase than five percent (5%) of the minimum of the salary range of the new class. The University may exercise this sole discretion on a promotion-by-promotion basis and on a non-precedential basis. In those instances where such discretion is exercised the resultant individual rate of pay shall not exceed the maximum of the position salary range.
3. In accordance with campus practice, the University shall inform employees of career development and/or training programs which might assist them with transfers and/or promotions.
4. An employee who has been laid off and is rehired at another University location within the employee's period of recall will be eligible for the following as a result of no break in service:
 - a. reinstatement of all sick leave accumulated from prior service,
 - b. reinstatement of vacation accrual rate,
 - c. calculation of University service based on full-time equivalent months (or hours) of University service, and
 - d. buy-back of UCRP service credit according to the University Benefit Regulations.
5. Decisions or actions regarding the promotion or transfer of an employee are not subject to the Grievance and Arbitration provisions of this Agreement.

E. MOVEMENT BETWEEN POSITIONS/REASSIGNMENT AND REQUESTS FOR RECLASSIFICATION

1. **Request for Classification Review**
 - a. An employee may request a review of the classification of her/his position. The review shall be based on the employee's job description, as approved by the employee's supervisor.
 - b. If the employee makes the request for review of a classification and the supervisor fails to respond within thirty (30) calendar days, the employee may forward the request to the designated University office responsible for classification review.
 - c. The response from the University office shall be directed to the supervisor with a copy to the employee.

- d. The University's decision to reclassify or not to reclassify is not subject to the Grievance and Arbitration provisions of this Agreement. However, an employee may request a review of a decision denying a reclassification. The request for a review shall be made in writing to the Human Resources Office within thirty (30) calendar days of the date on which the reclassification decision was issued. The request shall state the basis upon which the employee is requesting a review. The result of the review shall be issued in writing by a representative of the Human Resources Office. The representative who issues the second (2nd) decision may not be the same individual who performed the initial review.

2. **Salary Adjustments**

- a. Any salary increases resulting from a reclassification shall be retroactive to the first (1st) of the month following the date on which the request to the designated University office was received.
- b. Upon movement between positions with different salary range maximums, or the reclassification of the employee's position, an employee shall receive a salary that is within the range of the new classification.

**ARTICLE 39
TRAVEL REIMBURSEMENT**

A. GENERAL PROVISIONS

Employees are eligible to receive travel reimbursement in accordance with applicable University policies and/or procedures.

B. REIMBURSEMENTS

1. The policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to travel reimbursement(s) shall be applied, changed, or implemented for employees covered by this Agreement in the same manner as for other staff employees in the University.
2. The University may determine, on a department-by-department basis and consistent with the Business and Finance Bulletin, the requirements for reporting travel expenses.
3. Reimbursement rates reflect the maximum daily reimbursement provided for specific subsistence expenses, including meals. Only actual reasonable expenses may be reimbursed, including but not limited to mileage, transportation, toll fees, and parking fees.
4. When subsistence expense(s) are paid directly by the University, the employee's per diem reimbursement eligibility will be reduced accordingly.
5. University-approved out-of-state lodging expenses will be reimbursed based on the expenses actually incurred as supported by receipts, provided the University gave prior approval for or requires actual-expense reimbursements.

**ARTICLE 40
 VACATION**

A. VACATION ACCRUALS/CREDIT

1. Using the following Factor Accrual System, an eligible firefighter shall earn vacation credit each quadriweekly cycle based on the number of hours on pay status for that quadriweekly at the following rates:

YEARS OF QUALIFYING SERVICE	PER HOUR ON PAY STATUS*	MAXIMUM ACCUMULATED BALANCE
Less than 10	.057692	336 hours
10 but less than 15	.070055	408 hours
15 but less than 20	.082418	480 hours
20 or more	.090659	528 hours

* Hours on pay status excludes all paid overtime hours.

2. Accrued vacation leave is credited and available for use on the next pay day following each quadriweekly pay cycle, except that proportionate vacation credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.
3. An eligible employee in a Fire Fighter title working a fifty-six (56) hour workweek shall earn vacation credit in accordance with the table in Section A.1, above. Use of vacation will be deducted based on the actual scheduled hours not worked.

B. ELIGIBILITY

1. An employee is eligible to earn vacation credit from her/his date of hire, pro-rated in accordance with Section A, above, if appointed at fifty percent (50%) or more of full time for a period of six (6) months or more. An employee who is not eligible to earn vacation because of a part-time or short term appointment becomes eligible to earn vacation after six (6) continuous months on pay status at fifty percent (50%) time or more. For the purposes of this Article, qualifying service is service at one-half (½) time or more in a quadriweekly pay cycle.
2. An employee does not earn vacation credit for time on pay status in excess of a full time work schedule.

C. VACATION SCHEDULING

1. An employee may request vacation.
2. The University has the sole discretion to approve or disapprove vacation requests. Vacation requests shall not be unreasonably denied. An approved vacation request shall not be unreasonably canceled.

3. Vacation leave requested by an employee will be scheduled in accordance with the University's operational needs and departmental procedures. Departmental procedures, which restrict an employee's ability to schedule vacation, shall be based on operational needs.

D. VACATION CREDIT USE

No vacation shall be used prior to the time it has accrued, except as provided in Article 5 - Campus Closure.

E. VACATION MAXIMUMS

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. Sixty (60) days prior to an employee accruing the maximum amount of vacation, s/he shall be given notice that the maximum accrual will be reached. The employee must request the scheduling of vacation prior to her/his reaching the maximum accrual. If the employee's request to use such accrued vacation is denied due to operational considerations, that employee shall have an additional four (4) months within which s/he must take the vacation to bring her/his vacation accruals below the maximum. Notwithstanding Section E.1, normal vacation shall continue to accrue during the additional four (4) month period.

F. VACATION PAY

1. Pay for accumulated vacation shall be at the employee's straight-time rate.
2. An employee who separates from employment or who is granted extended military leave shall be paid for any accumulated vacation through the employee's last day of work, except that an employee who is retiring may use accumulated vacation up to the effective date of retirement.
3. An employee released during her/his probationary period shall be paid for accrued vacation time.

G. TRANSFER OF VACATION CREDIT

An employee who is transferred, promoted, or demoted to another position at a University campus in which vacation credit can be accumulated shall have any accumulated vacation credit transferred, unless such transfer is in conflict with the terms covering the new position. An employee who is transferred, promoted, or demoted to a position at a campus in which vacation credit does not accumulate shall be paid for any accumulated vacation at the time of transfer. An employee who is transferred, promoted, or demoted to or from a Lawrence Berkeley Laboratory position shall be paid for any accumulated vacation at the time of transfer.

H. DONATIONS FOR CATASTROPHIC LEAVE

Any bargaining unit employee may participate in a campus' Catastrophic Illness/Injury Leave program, if any, in accordance with the provisions of that location's program.

**ARTICLE 41
WAIVER**

- A.** The University and IAFF acknowledge that:
1. During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining;
 2. This Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity;
 3. This Agreement supersedes and replaces the specific rights and/or procedures set forth under the various personnel programs and policies, which previously applied to employees covered by this Agreement.
- B.** As Except where a provision expressly provides that the parties will meet and confer over a particular subject, for example, in Article 4B, section A(1), as a result of the acknowledgments in Section A, above, the University and IAFF agree that, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered within this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C.** Notwithstanding Section B, above, the articles in this contract may be reopened for negotiation at any time by mutual agreement of the parties.
- D.** The University and IAFF acknowledge that neither party relinquishes any rights set forth under this Agreement or under HEERA.

ARTICLE 42
WORK-INCURRED INJURY OR ILLNESS

A. GENERAL PROVISIONS

An employee of the unit is entitled, under California Labor Code Section 4804.1 - 4804.5 to leave with full salary for a period not exceeding one (1) year for an injury/illness arising out of and in the course of the employee's duties. This leave shall not be charged to accrued sick leave or vacation. An employee of the unit on leave pursuant to labor code 4804.1-4804.5, shall continue to accrue sick and vacation leave in accordance with this agreement.

Payments made to Fire Fighters in the unit who are receiving pay pursuant to Labor Code 4804.1 will be paid without withholding taxes. Such payments will be made in the form of one (1) paycheck from the University.

B. LIGHT DUTY

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. This Section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.

ARTICLE 43 WORK RULES

A. GENERAL PROVISIONS

1. The University has the sole right to promulgate, supplement, alter, modify, amend, and rescind, work rules. For the purposes of this Article, work rules are defined as rules promulgated by the University which regulate employees relative to and affecting their employment. Work rules may be implemented only for reasons of bona-fide business and/or health and safety necessity.
2. For the purpose of general definition under this Article, work rules shall be understood to mean rules governing work determined by the University to be required for the purpose of ensuring the orderly and efficient operation of the University and for ensuring the health and safety of employees and others. Work rules promulgated by the University shall be consistent with the provisions of this Agreement.

B. NOTICE

At least forty-five (45) calendar days prior to the implementation of new or changed work rules, the University shall inform IAFF. Upon receipt of a written request from IAFF received within thirty (30) calendar days of notice, the campus shall meet and discuss the proposed work rules with IAFF prior to the proposed implementation date. The University shall provide responses to alternatives suggested by IAFF. Such responses shall be in writing if requested by IAFF.

C. APPLICATION AND GRIEVABILITY

1. The University will reasonably enforce its work rules for employees during working hours and/or when they are on University premises. The University may implement work rules governing employees during non-working hours only for reasons of health and safety necessity.
2. In the event the University's enforcement/application of its work rules is inconsistent with any portion of this Article, a grievance may be filed in accordance with the provisions of Article 10 - Grievance Procedure, and appealed to Arbitration in accordance with the provisions of Article 3 - 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, although s/he may consider the reasonableness of the grieved work rule when rendering her/his decision and related remedy.

**ARTICLE 44
UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT**

A. GENERAL PROVISIONS

Uniforms are attire required by the University to be worn in the performance of assigned duties.

B. PURCHASING AND REIMBURSEMENT

1. The University shall have the sole discretion to determine if a uniform shall be worn, who shall wear a uniform and the conditions under which it must be worn. Employees shall wear the uniform and maintain a proper appearance as specified by the University.
2. When a uniform is required by the University, an employee shall be responsible, at the time of employment, for the purchase of uniform components specified by the University.
3. Where the University currently provides either uniforms or reimbursement for uniforms and, for as long as the University continues its requirement that the uniform be worn, it will provide, at its sole non-grievable, non-arbitrable discretion, either the uniform or the reimbursement for the uniform at the current rate.

C. LAUNDERING

Where laundering of uniforms is currently provided by the University, such laundering shall continue while the requirement for uniforms continues.

D. UNIFORMS and PROTECTIVE EQUIPMENT

1. Uniforms
 - a. Firefighting uniforms may include no more than the following items: pants, shirts, sweaters, jackets, tie, belt, cap, and insignia, except as provided in Section D.2, below.
 - b. Upon hire, the department shall provide new firefighters with a reasonably sufficient number of necessary uniform items to last until an annual uniform allowance is received.
 - c. The firefighting uniform allowance shall be seven-hundred (\$700) dollars per fiscal year. This sum is payable to the employee during the month of July, after successful completion of the probationary period, unless otherwise designated by the Fire Chief.

In addition to the \$700 uniform allowance, the department shall provide each firefighter on a ONE-TIME basis:

1. A department standard foul weather jacket.
2. A "Class A" uniform upon successful completion of probation.

In addition to the \$700 uniform allowance, the department shall provide on an ANNUAL basis:

1. Ten (10) t-shirts made of either flame resistant material or 100% cotton. This includes long and short sleeve, the number of each combined shall not exceed ten.

At the University's discretion, the uniform allowance may be issued as a separate check, or may be issued in combination with a regularly-scheduled paycheck. During the life of the Agreement, additional uniform items determined to be necessary by the University shall be paid for by the University

- 1) The uniform allowance is not considered covered compensation for retirement purposes.
- 2) All deductions from the lump-sum payment for uniform allowance and/or reimbursement shall be in accordance with state and federal law.
- 3) Prorated Allowance – A full-time employee who has completed less than twelve (12) months of time worked, an employee who wears a uniform less than full time, or a part time employee, shall receive an allowance that is prorated on the basis of the percent of time worked since the previous July 1st.
- 4) The annual uniform allowance shall only be paid to employees who are employed in the unit at the time of payment.

2. Fire Fighter Protective Equipment

Firefighting personal protective equipment includes, but is not limited to: safety shoes, turnout gear, wildland gear (including boots), gloves, hoods, helmets and goggles. Required personal protective equipment shall be provided to each fire fighter and maintained by the University to ensure serviceable condition and will be replaced on an as-needed basis.

APPENDIX A
F-3 Bargaining Unit

Fire Specialist 1 (56 HR Week)/NON HZMT - 9814	STEP	Current Rate	3% Range Adjustment (7/1/16)	3% Range Adjustment (7/1/17)	3% Range Adjustment (7/1/18)	3% Range Adjustment (7/1/19)
	1.0	23.99	24.71	25.45	26.21	27.00
	2.0	25.19	25.95	26.73	27.53	28.36
	3.0	26.44	27.23	28.05	28.89	29.76
	4.0	27.77	28.60	29.46	30.34	31.25
	5.0	29.16	30.03	30.93	31.86	32.82
Fire Specialist 1 (56 HR Week)/HZMT - 9806	STEP	Current Rate	3% Range Adjustment (7/1/16)	3% Range Adjustment (7/1/17)	3% Range Adjustment (7/1/18)	3% Range Adjustment (7/1/19)
	1.0	25.18	25.94	26.72	27.52	28.35
	2.0	26.45	27.24	28.06	28.90	29.77
	3.0	27.77	28.60	29.46	30.34	31.25
	4.0	29.15	30.02	30.92	31.85	32.81
	5.0	30.62	31.54	32.49	33.46	34.46
Fire Specialist 2 (56 HR Week)/HZMT - 9807	STEP	Current Rate	3% Range Adjustment (7/1/16)	3% Range Adjustment (7/1/17)	3% Range Adjustment (7/1/18)	3% Range Adjustment (7/1/19)
	1.0	27.95	28.79	29.65	30.54	31.46
	2.0	29.35	30.23	31.14	32.07	33.03
	3.0	30.83	31.75	32.70	33.68	34.69
	4.0	32.37	33.34	34.34	35.37	36.43
	5.0	33.98	35.00	36.05	37.13	38.24
FIRE CAPTAIN (56 HR Week)/HZMT - 9801	STEP	Current Rate	3% Range Adjustment (7/1/16)	3% Range Adjustment (7/1/17)	3% Range Adjustment (7/1/18)	3% Range Adjustment (7/1/19)
	1.0	32.41	33.38	34.38	35.41	36.47
	2.0	34.04	35.06	36.11	37.19	38.31
	3.0	35.74	36.81	37.91	39.05	40.22
	4.0	37.53	38.66	39.82	41.01	42.24
	5.0	39.41	40.59	41.81	43.06	44.35

APPENDIX B

IAFF – F3 FIRE FIGHTER UNIT GRIEVANCE FORM		Allegations of a violation of the Fire Fighter (F3) Agreement in effect between the University and IAFF must be filled in on this form. See your Agreement for details regarding the filing of a grievance. PLEASE PROVIDE THE INFORMATION REQUESTED IN ACCORDANCE WITH ARTICLE 10, GRIEVANCE PROCEDURE OF THE FIRE FIGHTER UNIT AGREEMENT.	
GRIEVANT'S NAME		NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR	
CAMPUS/MEDICAL CENTER	DEPARTMENT/DIVISION	WORK TELEPHONE	
EMPLOYEE CLASSIFICATION TITLE		NON-WORK ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT	
EMPLOYEE EMPLOYMENT STATUS <input type="checkbox"/> Career/Regular <input type="checkbox"/> Probationary <input type="checkbox"/> Full Time <input type="checkbox"/> Casual/Temporary <input type="checkbox"/> Per Diem <input type="checkbox"/> Part Time		GRIEVANT'S NORMAL WORK SCHEDULE	
IF REPRESENTED IN THIS GRIEVANCE, PROVIDE THE FOLLOWING:			
REPRESENTATIVE'S NAME	REPRESENTATIVE'S ORGANIZATION	REPRESENTATIVE'S TELEPHONE NUMBER	
REPRESENTATIVE'S ADDRESS, CITY, STATE, ZIP			
TYPE OF GRIEVANCE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GROUP (LIST ALL GRIEVANTS) <input type="checkbox"/> UNION (MUST BE SIGNED BY THE PRESIDENT OR DESIGNEE)		SPECIFIC ARTICLE(S) & SECTION(S) OF THE CONTRACT ALLEGED TO BE VIOLATED:	
DATE OF ACTION CAUSING GRIEVANCE ____/____/____	DATE OF INFORMAL DISCUSSION WITH SUPERVISOR ____/____/____	DATE OF INFORMAL RESPONSE, IF ANY ____/____/____	
ALLEGED VIOLATION OF AGREEMENT			
REMEDY REQUESTED			
GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE			DATE

APPENDIX B

GRIEVANCE REVIEW -- STEP 1

DATE STEP 1 GRIEVANCE RECEIVED BY UC		DATE OF UC RESPONSE	
STEP 1 DECISION			
SIGNATURE OF STEP 1 REVIEWER	PRINTED NAME AND TITLE OF STEP 1 REVIEWER		TELEPHONE NUMBER
<input type="checkbox"/> I DO NOT ACCEPT AND APPEAL THE STEP 1 RESPONSE TO THE SECOND STEP (STATE SUBJECT BELOW)	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE		DATE
SUBJECT OF GRIEVANCE AT STEP 2, IF DIFFERENT THAN SUBJECT OF GRIEVANCE AT STEP 1.			

GRIEVANCE REVIEW -- STEP 2

DATE STEP 2 APPEAL POSTMARKED/HAND-DELIVERED	DATE STEP 2 APPEAL RECEIVED BY UC	DATE OF UC RESPONSE	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO
SIGNATURE OF STEP 2 REVIEWER		PRINTED NAME AND TITLE OF STEP 2 REVIEWER	
<input type="checkbox"/> I DO NOT ACCEPT AND APPEAL THE STEP 2 RESPONSE TO THE SECOND STEP (STATE SUBJECT BELOW)	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE		DATE
SUBJECT OF GRIEVANCE AT STEP 3, IF ANY ISSUE(S) OF GRIEVANCE AT STEP 2 HAS BEEN RESOLVED.			

GRIEVANCE REVIEW -- STEP 3

DATE STEP 3 APPEAL POSTMARKED/HAND-DELIVERED	DATE STEP 3 APPEAL RECEIVED BY UC	DATE OF UC RESPONSE	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO If no, decision status _____
SIGNATURE OF STEP 3 REVIEWER		PRINTED NAME AND TITLE OF STEP 3 REVIEWER	

APPENDIX C ENUMERATION OF UNIVERSITY BENEFITS

A. HEALTH BENEFITS

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

B. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM

1. **University of California Retirement Plan** - Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRP). The level of required contributions to UCRP is determined annually by the Plan actuary and the Regents.

UCRP Tier Two Benefits – The Tier Two membership classification of UCRP was closed on July 1, 1990 and is only available on a continuing basis to active UCRP members who previously elected Tier Two.
2. **Tax-Deferred 403(b) Plan** – Voluntary participation in the UCRS Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides the following investment options:
 - a. **UC Managed Funds** - Participants may choose from a variety of investment funds, managed by the Treasurer of the Regents.
 - b. **External investment options** selected by the University are also available to eligible employees.
3. **Defined Contribution Plan (DC Plan)**
 - a. **Pre-Tax Account** - All current member contributions to the University of California Retirement Plan (UCRP) are redirected to the Pretax Account. Although payroll reductions default to the Savings Fund, participants may invest in any of the UC-Managed Funds: external investment options selected by the University. Redirection is subject to annual Regental review.

- b. **Pre-Tax/Safe Harbor Account** - Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of seven and one half percent (7.5%) of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants may invest in any of the UC-Managed Funds or in external investment options selected by the University.
 - c. **After Tax Account** – Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. Payroll deductions may be invested in any of the UC-Managed Funds or in external investment options selected by the University.
4. **457(b) Deferred Compensation Plan** – Voluntary participation in the UCRS 457(b) Plan is available, effective October 1, 2004, to all University employees except students who normally work less than twenty (20) hours per week.

C. LIFE INSURANCE

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

D. OTHER INSURANCE

- 1. **Accidental Death & Dismemberment Insurance** – Eligible employees may purchase Optional AD&D insurance. A variety of coverages and amounts are available to cover employees and their eligible family members.
- 2. **Business Travel Accident Insurance** – Employees who are traveling on official University business are covered by \$100,000 of accidental death and a scheduled dismemberment insurance.
- 3. **Disability Insurance**
 - a. **Short-Term Disability Insurance** – Short-Term disability insurance is available to eligible employees. Eligible employees are automatically covered by the plan.
 - b. **Supplemental Disability Insurance** - Optional supplemental disability insurance may be purchased by eligible employees. This optional coverage augments the Short-Term Disability Insurance referenced above, and provides Long Term Disability coverage.

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

E. OTHER BENEFITS

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

APPENDIX D

UNIVERSITY OF CALIFORNIA

REGISTRATION • TRADE • PUBLIC • LABOR AGREEMENTS • RESEARCH • STUDENT • CAMPUS • FACILITIES • PARKS • DISTRICTS



ADVISORY BOARD • BOARD OF REGENTS

OFFICE OF THE PRESIDENT

Robert C. Dynes
President

To IAFF
7/1/06 @ 11:36 AM

111 Franklin Street
Oakland, CA 94612-3211
Phone: (510) 987-5672
or (510) 987-6000
<http://www.ucop.edu>

June 28, 2006

CHANCELLORS
LABORATORY DIRECTORS
MEDICAL CENTER DIRECTORS

Two-Year Renewal – Policy on Supplement to Military Pay

Dear Colleagues:

The University of California will continue to provide reasonable assistance to those University academic and staff personnel who are serving on active military duty in the Operation Enduring Freedom, Operation Noble Eagle, and Operation Iraqi Freedom campaigns, and any other campaigns in connection with the national state of emergency declared in the aftermath of the September 11, 2001 attacks. Employees who serve in such campaigns are eligible for benefits under the Policy on Supplement to Military Pay. All employees receiving either or both the supplemental pay benefit and the employer health plan contribution are subject to a two-year lifetime limit on benefits retroactive to December 14, 2001, the policy's original implementation date.

The Policy on Supplement to Military Pay provides eligible employees with supplemental payments equal to the difference between the employees' University base pay and their military pay and allowances, and continues the University contribution to health plan premiums (collectively, "benefits"). Some employees are not eligible for the supplemental pay benefit because their military pay exceeds their University wages. For those individuals who do not receive supplemental pay, the University will provide the employer-paid portion of the health plan premium when the employee continues to make the employee contribution. The Policy on Supplement to Military Pay, which was set to expire June 30, 2006, has been extended through June 30, 2008.

Employees who are called to active military duty after July 1, 2006 will receive benefits under the policy until the end of the employee's active military commitment or until June 30, 2008, whichever comes first. If an employee is not eligible for the supplemental payments because the military pay exceeds their University wages, the University will pay the UC contribution for those employees who continue to make the employee contribution to health plan coverage.

MEMORANDUM OF NEGOTIATORS

The negotiators of this proposed Agreement affix their signatures to this Agreement to indicate that they have concluded negotiations on the development of the proposed Agreement and that they are referring it to the parties for decision concerning approval.

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

The parties agree that when the approval process has been completed the Agreement will become operative when the document has been signed by the authorized representatives for both parties. Upon signature by the University representative, the effective date of this Agreement will be communicated to the Union.

**UNIVERSITY OF CALIFORNIA
AT DAVIS**

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

By: _____
Timothy G. Yeung, Chief Negotiator
UC Davis

By: _____
Joe Newman, Chief Negotiator
IAFF Local 4920

By: _____
Nathan Trauernicht, Fire Chief
UC Davis Fire Department

By: _____
Kyle Dubs, President
IAFF Local 4920

By: _____
Stephen Green, Manager
Employee & Labor Relations
UC Davis

The foregoing Agreement between the International Association of Firefighters Local 4920 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.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

BY: _____
Dwaine B. Duckett, Vice President
Human Resources

DATE: _____

BY:  _____
Joe Newman, ~~President and~~
~~Chief Negotiator~~ Vice President
IAFF Local 4920 - Davis

DATE: 6/7/17

By: _____
Peter Chester, Director
Labor Relations

DATE: _____

By:  _____
Kyle Dubs, President
IAFF Local 4920

DATE: 8-16-17

By:  _____
Timothy G. Yeung, Chief Negotiator
UC Davis

DATE: 6/7/17

2017 AUG 16 AM 11:40
DIVISION OF HUMAN RESOURCES