

**University of California San Francisco K2  
Successor Collective Bargaining Agreement  
with  
San Francisco Building and Construction  
and Construction Trades Council  
(SFBCTC)**

**Expires: February 28, 2026**

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## ARTICLE 1 RECOGNITION AND DEFINITIONS

### A. RECOGNITION

This Agreement is made an entered into by and between The Regents of the University of California, a corporation, hereinafter called the “University,” and the San Francisco Building and Construction Trades Council, hereinafter called “Union.” Pursuant to and in conformity with the certification issued by the Public Employment Relations Board on June 25, 1983, case SF-HR-5, the University recognizes the San Francisco Building and Construction Trades Council as exclusive bargaining agent for matters within the scope of representation for all employees hold the following job titles employed by the University of California, San Francisco, excluding supervisory employees, managerial employees, and confidential employees. The work covered by and subject to the terms and conditions of this Agreement shall be that work that, upon execution of this Agreement, is currently being assigned to employees in Bargaining Unit K-2 in the classifications heretofore enumerated and/or claimed by the Union. The parties agree and understand that work that is customarily performed by the classifications of Stationary Engineer, Apprentice Stationary Engineer, and Assistant Chief Stationary Engineer is currently, and may for the life of this Agreement, be performed by employees of one or more outside contractors and the employees performing this work are represented by the Stationary Engineers, International Union of Operating Engineers, Local Union No. 39.

System Title	Working Title
Carpenter	Carpenter
Carpenter, (Lead) TC 8109	Carpenter, Assistant Supervisor
Electrician TC 8138	Electrician
Electrician (Lead) TC 8137	Electrician, Assistant Supervisor
Elevator Mechanic	Elevator Mechanic
Fire Technician (TC 9445)	Fire Technician
Fire Technician (Lead) (TC 9446)	Fire Technician, Assistant Supervisor
HVAC Mechanic TC 8185	HVAC Mechanic
Locksmith TC 7999	Locksmith
Locksmith, (Lead) TC 8264	Locksmith, Assistant Supervisor
Painter/Taper (Lead) TC 8105	Painter/Taper, Assistant Supervisor
Painter/Taper	Painter/Taper

TC 8106	
Plumber (Lead) TC 8257	Plumber, Assistant Supervisor
Plumber TC 8258	Plumber
Refrigeration Mechanic TC 8227	Refrigeration Mechanic
Refrigeration Mechanic (Lead) TC 8254	Refrigeration Mechanic, Assistant Supervisor
Security Technician TC 5319	Security Technician
Security Technician (Lead) TC 5318	Security Technician, Assistant Supervisor

## B. DEFINITIONS

1. **EMPLOYEE:** The term “employee” as used in this Agreement, except where the Agreement clearly indicates otherwise, shall mean only an employee within the bargaining unit described in Section A. above.
2. **CAREER POSITION:** A “career position” is one that is established at a fixed or variable percentage of time of at least fifty percent (50%) or more and is expected to continue for one year or longer.
3. **CAREER EMPLOYEE:** A “career employee” is one appointed to a career position. For purposes of this agreement, a full-time career employee is one who is regularly scheduled to work forty (40) hours a week.
4. **LIMITED EMPLOYEE:** 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.
5. **FULL TME EQUIVALENT (FTE):** An FTE is a measurement of time equal to one hundred (100%) percent of one (1) full-time career position of forty (40) hours a week. Less than full-time career positions are a portion of one (1) FTE, based upon the number of regularly scheduled hours of work per week.
6. **PROBATIONARY EMPLOYEE:** A career employee who has not completed the probationary period as defined in this agreement.
7. **PAY STATUS:** Pay status includes any period of time for which an employee receives pay for time worked, including compensatory time off or for time on paid leave. Paid leave includes vacation (except terminal vacations), holidays or leave of absence with pay.

8. **SENIORITY:** Unless otherwise defined in this Agreement, seniority is the number of months continuous service on pay status beginning with the latest date of hire. For employees hired on April 1, 2000, who previously worked for UCSF Stanford Health Care without a break in service through March 31, 2000, and were hired by UCSF on April 1, 2000, their pre-October 31, 1997 hire date is recognized for the determination of seniority.
9. **BREAK IN SERVICE:** A “break in service” is any separation from University employment.
10. **REDUCTION IN TIME:** “Reduction in Time” is any involuntary decrease in the number of hours in an employee’s regular weekly schedule of work for a duration longer than thirty (3) continuous calendar days.
11. **NON-WORK DAY:** A “non-work day” is any day in which the Administrative Offices of the University are closed. For purposes of this Agreement, a non-business, non-work day will include the following: Monday through Friday, before 8:00 a.m. and after 5:00 p.m.; Saturday and Sunday, all day; and thirteen (13) holidays as defined in this Agreement.
12. **Lead:** The use of the “Lead” Title Series are consistent with the system-wide use of similar title codes that exist within the system-wide Trades positions. The working title can remain “Assistant Supervisor” where appropriate.
13. The following Title Codes are currently not being used at UCSF:

Inspector Planner, Estimator	Pipe Fitter, Assistant Supervisor
Inspector Planner, Assistant	Physical Plant Scheduler
Inspector Planner, Senior	Physical Plant Specialist
Physical Plant Mechanic	Sr. Physical Plant Mechanic
Material Coordinator	Material Planner
Medical Center Incinerator Operator	Medical Center Stationary Engineer
Medical Center Stationary Engineer, Apprentice	Medical Center Stationary Engineer, Assistant Chief

The title codes are deactivated. If there becomes a need for these title codes to be used in the future, the university will re-active them.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

1. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. The University may, in its discretion, continue any current policies and practices that do not conflict with the express written provisions of this Agreement.
  
2. Examples of the rights reserved solely to the University Administration and its agents and officials include, but are not limited to, the right:
  - a. to establish the University's missions, programs, objectives, activities and priorities including Affirmative Action plans and goals;
  - b. to plan, direct and control the use of resources, to achieve the University's missions, programs, objectives, activities and priorities including Affirmative Action plans and goals;
  - c. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on. The University shall have the right to promulgate and to change any rules and regulations of the University as long as the University's rules are not in violation of this Agreement;
  - d. to introduce new or improved methods, equipment or facilities or change or eliminate existing methods, equipment or facilities;
  - e. to determine the location of operations;
  - f. to discontinue, relocate or subcontract all or any portion of any operation, the University shall make every effort consistent with economic needs to perform bargaining unit work with bargaining unit employees at all locations where bargaining unit work is performed;
  - g. to determine and modify job classifications and job descriptions;
  - h. to assign work and schedule hours of work to the extent that they do not conflict with other express provisions of this Agreement;
  - i. to establish the size, composition and qualifications of the work force;
  - j. to recruit, hire, evaluate, promote, transfer, demote or lay off employees; and to release probationary employees prior to the completion of their probationary period to the extent that they do not conflict with other express provisions of this Agreement;
  - k. to establish, modify and enforce standards of performance and conduct for employees; and to determine the process by which employee performance is evaluated;
  - l. to reprimand, suspend, release or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily to the extent that they do not conflict with other expressed provisions of this Agreement;

- m. to maintain efficiency and order in its operations;
- n. to establish, maintain, modify and enforce safety standards and programs.

3. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not exercise rights retained by the University. The non-exercise of management rights shall not be construed that any right is waived.

4. No management right shall be subject to enforcement or interpretation by the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

5. In the event the University decides to subcontract work that results in the loss or elimination of bargaining unit positions, the University will provide the union with thirty (30) days' notice of its intent to contract out the work currently performed by bargaining unit members and will bargain the effects of the decision.

### **ARTICLE 3 NO STRIKE/NO LOCKOUT**

#### **A: NO STRIKE**

1. During the term of this Agreement or any written extension thereof, the Union, on behalf of its officers, agents and members of this bargaining unit, agrees that there shall be no strikes, work stoppages, picketing, slowdowns, walkouts, refusal to perform assigned duties, sit-downs, sympathy strikes, sickouts, boycotts or any such individual or concerted activities which interfere, directly or indirectly, with the operations of the University.

2. The Union, its officers, agents, representatives and members, and all other employees covered by this Agreement, agree that they shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any strike in violation of this Section.

3. Any employee who violates this Section shall forfeit all pay and benefits for the duration of the violations and shall be subject to disciplinary action up to and including discharge.

4. Any employee who is absent from work without authorization, or who abstains wholly or in part from the full performance of the employee's duties without authorization, on the date or dates when a strike occurs at the University, shall be presumed to have engaged in such strike on such date or dates.

5. The Union shall be liable and shall make restitution to the University for all losses suffered by the University as a result of activity prohibited in this Article; however, such restitution shall not preclude the awarding of any other damages to which the University may be entitled.

6. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike in violation of this Section occur, the Union shall take whatever affirmative action as is necessary to prevent and bring about the termination of such action or interference as indicated above. Such affirmative action shall include the immediate written notice to the University that the Union disavows and refuses to recognize any such action or interference and the Union shall immediately send written notices to all employees at their home addresses stating that they cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action up to and including discharge. In addition, the Union will refuse to honor, along with its affiliated organizations, if any, all picket lines established by employees engaged in activity violating the first paragraph of this Article.

7. If the Union performs in good faith and in a timely way all of the obligations above, the Union shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officials of the Union or with their assistance or consent.

B: NO LOCKOUT

During the term of this Agreement, or any written extensions thereof, the University will not lockout any employees in the bargaining unit.

**ARTICLE 4**  
**SEVERABILITY**

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

## **ARTICLE 5 UNION ACCESS**

A Business Representative or other duly authorized representative of the Union will be allowed to visit unrestricted work area(s) of employees provided that the Union officially provides prior notice to the University of the intended visit and such a visit does not interrupt nor disrupt the employees' scheduled work time. This right shall be exercised reasonably.

### **A. NEW EMPLOYEE ORIENTATIONS**

The following provisions shall apply to “new employee orientation,” which means that onboarding process of a newly hired public employee whether in person, online, or through other means or mediums, in which a newly hired employee is advised of employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

#### 1. Notice:

The Employer shall provide the Union at least fifteen (15) business days' written notice by email (to address that the Union shall provide to the Employer) of all group employee orientations in which Employer personnel advise newly-hired employees (including at least one newly hired employee in an SFBCTC-represented title) of information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The Employer's notice shall include the name, payroll title and department of all SFBCTC-represented new employees anticipated to attend. If a new employee is hired less than fifteen (15) business days prior to an orientation, the Employer shall provide the Union notice concurrent with that provided to the new employee.

#### 2. Access:

At all orientation meetings as defined in 1. above:

- a. The Employer shall afford the Union thirty (30) minutes during employees' paid time to meet with (and provide materials and information) to all SFBCTCF-represented new employees who are present, outside the presence

of management or labor relations/employee relations personnel. The Employer shall ensure that the Union's meeting will be held in space that allows private communication with those in attendance.

- b. The University's representative(s) advising new employees shall direct any questions regarding Union membership to the Union representative(s) and shall not otherwise comment on such matters.
- c. The Union's meeting shall be shown as an integral part of the agenda for the orientation, shall not be scheduled to take place during any scheduled meal period or break time for the orientation, shall not be the final agenda item of any day, and shall not be scheduled after the conclusion of the agenda on any day.
- d. At the sole discretion of the Union, the Union's representatives at the Union meeting may be staff representatives and/or union stewards/ Leaders. The Union's representatives may be a union steward in a without-loss-of-straight-time pay status, provided use of the release time would not interfere with operational needs and has received prior supervisory approval.

3. Alternate Access:

The provisions in this Paragraph shall apply in lieu of the provisions above when:

(a) new employee orientation is individualized; or (b) if, within thirty (30) days of beginning work, a new employee did not attend a group orientation meeting pursuant to Paragraphs 1 and 2. The Union is not entitled to access again (for the purpose of new employee orientation) to any newly hired employee who has already attended a group new employee orientation pursuant to Paragraphs 1 and 2.

- a. On a monthly basis, the Employer shall provide the Union with a list showing the name, title and department of all SFBCTC-represented employees who did not, within the first thirty (30) days after beginning work, attend a group new employee orientation meeting pursuant to paragraphs 1 and 2.
- b. For each SFBCTC-represented new employee who did not, within the first thirty (30) days after beginning work, attend a group new employee orientation meeting, the Union shall have the right to promptly meet with that employee to provide materials and information. If interested in holding such a meeting, the Union shall provide the Employer notice of its desire to do so within ten (10) business days of its receipt of the

aforementioned list from the Employer. To arrange such a meeting, the Union shall notify the Employer's designated Labor Relations representative of the Union's desire to schedule such a meeting and shall work together with the designated Labor Relations representative to schedule a period of thirty (30) minutes during normal working hours, to meet with (and provide materials and information to) the new employee or employees. The meeting shall be held outside the presence of management personnel or management representatives, in a space that ensures privacy. If the aforementioned list shows five (5) or more employees from a particular location, the Union and the Labor Relations representative shall work together to schedule a mutually agreeable period of thirty (30) minutes for the Union to meet privately with that group of employees, rather than individually with employees within that group.

- c. The new employee or employees shall attend the Union meeting in without-loss-of-straight-time pay status. The Union representatives at the meeting may be a staff representatives and/or union steward. Union stewards shall attend in a without-loss-of-straight-time pay status, provided use of the release time would not interfere with operational needs and has received prior supervisory approval.

**ARTICLE 6**  
**UNION SECURITY**

**A. GENERAL PROVISIONS**

During the term of this Agreement should Section 3583 of the Higher Education Employer-Employee Relations Act be amended, the parties agree that the Union may request to reopen the Agreement for purposes of renegotiation of Article VI only. The Union must request the reopening of this Article within thirty calendar days of the enactment of the amendment. The failure of the Union to request renegotiation within this period will serve as a waiver of its right to do so during the remainder of the term of the Page 6 Agreement. If the Union requests reopening the Agreement in a timely manner, the parties will meet within thirty calendar days of the Union's timely request.

**B. DEDUCTIONS**

1. General Conditions

- a. SFBCTC has the exclusive right of dues deductions authorized under Government Code sections 1152, 1157.3 and 1157.12 for all employees in the K-2 unit.
- b. SFBCTC shall establish its dues amount and shall certify its amount to the University. The University shall deduct from gross earnings membership dues in the amount certified.
- c. SFBCTC will designate four (4) unions within the Council to set and receive dues deductions from bargaining unit members. Within sixty (60) days of ratification of the Agreement, SFBCTC will provide the following information to the Director of Labor and Employee Relations:
  - 1) The name, address, phone number, union representative and bank account information for the electronic transfer of dues;
  - 2) A list of job titles and title codes in the K-2 Unit that fall under each of the unions' jurisdiction; and,
  - 3) The amount of dues to be deducted biweekly for each union.
- d. The University shall remit deductions to SFBCTC on a monthly basis.
- e. The University shall redirect bargaining unit employees to SFBCTC regarding deduction related inquiries.

2. Dues Amount Change

- a. The Union may change the certified dues amount once in a twelve-month period without cost to SFBCTC. Any annual changes in the amount to be deducted for union dues shall be certified to the University, in writing, at least thirty (30) calendar days prior to the

effective date of the dues amount change.

- b. All costs associated with accomplishing additional changes in the dues amount (machine, programming, etc.) shall be paid by the Union at the same rates that apply to other employee organizations described in the University Accounting Manual. The University shall provide the Union with estimated costs and an estimated time of completion and the Union shall pay the agreed-upon costs before the University makes the change.

## **C. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION**

### Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in unit earnings based on gross earnings.
- b. The Union will either deliver an electronic file in Excel format to the Labor and Employee Relations Office or upload files to the FTP website, in accordance with Section 2 below. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.
- c. The dues file shall be transmitted no later than the Friday before the end of the pay period.
- d. The University agrees the changes will be made in time to affect the next payroll with a pay begin date that falls on or after the date the deduction certification is received.
- e. The Union will solely maintain the dues deduction authorization, signed by the employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.
- f. Consistent with Government Code sections 1157.3 and 1157.12, authorizations for payroll deductions are revocable only as provided by the written authorization. The University shall not resolve disputes between the Union and represented employees concerning union membership or deductions. The University will direct employee questions or concerns including requests to change or cancel deductions to the Union.

2. The SFBCTC list to be submitted in the format provided in Appendix I. and shall include:

- a. Location/Business Unit Code
- b. Campus Name
- c. Bargaining Unit or unrepresented
- d. Employee Identification Number
- e. Employee Name (Last, First)
- f. Action Codes: "A" = Add; "C" = Change; "S" = Stop
- g. Deduction Codes: "D" = Dues;

**D. FEES FOR PROVIDING PAYROLL DEDUCTIONS**

The University shall charge SFBCTC \$.07 per employee for calculation and reporting and \$10.00 for each monthly union payroll deduction remittance. Such charges shall be deducted from the total check remittance.

**E. INFORMATION TO ACCOMPANY REMITTANCE**

The University shall submit a monthly standard earnings (based on retirement gross where applicable) and deduction report which shall contain an alphabetical list of all employees in the bargaining unit. The report shall include the employee identification number, employee name, amount withheld, and earnings that are the basis for the deduction. The report shall be provided electronically via the FTP site. Any costs associated with union-requested changes in the deduction report referenced above shall be fully paid by the Union.

**F. CORRECTION OF ERRORS**

1. If the University fails to make authorized deductions of union dues, or any part thereof, or fails to remit to the Union such authorized deduction or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. The University shall refund to the Union any deductions it has erroneously failed to remit.
2. From the time the Union notifies the University in writing of any such errors, or if the University becomes aware of such errors, the University shall have forty-five (45) calendar days to make the corrections.
3. It is expressly understood and agreed that SFBCTC shall refund the employee any deductions erroneously withheld from the employee's wages by the University and paid to SFBCTC.
4. If there is not agreement on the correction or the costs, SFBCTC may grieve the matter only as a union grievance.

**G. INDEMNIFICATION**

It is specifically agreed that the University assumes no obligations or liability, financial or otherwise, pursuant to payroll deduction other than those specified in this article and in applicable law.

## **ARTICLE 7 NON-DISCRIMINATION**

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

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

3. With regard to a grievance alleging sexual harassment, an employee who has filed a grievance must meet all of the requirements, including time limits for filing, under Article 21, Grievance Procedure. Instead of, or in addition to filing a grievance, an employee may report an allegation of sexual harassment or discrimination to the campus's Title IX Officer pursuant to the University of California's Sexual Violence and Sexual Harassment Policy and/or the Discrimination, Harassment, and Affirmative Action in the Workplace Policy. If an employee files a timely grievance that includes an allegation of sexual harassment or discrimination, the University shall forward the allegation(s) to the Title IX Officer for review. If the Title IX Officer determines an investigation is warranted, the grievance will be held in abeyance pending conclusion of the investigation. Additionally, if the grievance is put into abeyance, after completion of the process under the University policy, the employee may withdraw the grievance or request that the grievance continue to formal review pursuant to the grievance procedure provided for in this agreement. Nothing in this Article is intended to conflict with the University of California's Sexual Violence and Sexual Harassment Policy or the University of California's Discrimination, Harassment and Affirmative Action in the Workplace Policy.

4. UC shall not discriminate against a bargaining unit member based on union or non-union affiliation.

5. Lactation Support

a. Employees shall have access to either existing space or the University shall provide temporary space within a reasonable proximity to ensure employees may express and store breast milk in a space not open to the public.

b. Employees must request such access at the department level at least forty-eight (48) hours prior to needing the access.

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

6. All Gender Restrooms

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

b. Upon request, the University will provide the employee with the locations of the all-gender restrooms nearest to the employee's assigned work location.

## **ARTICLE 8**

### **HOURS OF WORK**

#### **A: WORK WEEK AND SHIFTS**

1. The standard work week for employees consists of five (5) consecutive days of work within seven (7) consecutive calendar days beginning at midnight Sunday and ending at midnight Saturday (a calendar week). The work schedule for fulltime employees shall be forty (40) hours per week excluding meal times and normally scheduled in shifts of eight (8) hours. The shift worked at times between 7:00A.M. and 5:30 P.M. will be referred to as the "day shift." A shift worked at times between 4:00P.M. and 1:00 A.M. will be referred to as the "swing shift." A shift worked at times between 11:00 P.M. and 8:30A.M. will be referred to as the night or "graveyard shift." The University reserves the right to modify the above referenced start and end time by up to 1 hour at the start or end of the work shift.
2. A permanent work week and/or shift is defined as one which is expected to be in place indefinitely. An employee working a shift of less than one week, who has not been given 30 calendar days' notice, shall be compensated at the overtime rate. Assignments to permanent work weeks and/or shifts will be based on all employees working in the affected Department (for example, the Capital Projects and Facilities Management Department) by craft, in the following order: (1) volunteers from within the building management team; (2) volunteers from within the Department; (3) the application of inverse seniority. In the case of the Capital Projects and Facilities Management Department, if necessary, an employee(s) may then be moved from one building management team to another to replace the employee(s) who was placed on the permanent shift.
3. A temporary (or non-permanent) workweek and/or shift is defined as a period of four (4) months or less. In the case of the Capital Projects and Facilities Management Department, staffing of temporary shifts will be based on the employees working on the affected building management team. The order of assignment will be: (1) volunteers from within the building management team; (2) the application of inverse seniority. This order will be followed among the employees on the affected team on a craft basis. Assignments to temporary workweeks or shifts will be for a minimum of one week.
4. The current swing shift (Monday through Friday) involving the Medical Center team will be made permanent.
5. New employees will be hired under the condition that they can be assigned to any workweek and/or shift once they are trained and qualified to perform the work. When workweeks and/or shifts are made permanent, existing employees may bid for these assignments on the basis of seniority.

6. Employees to be assigned to a new workweek and/or shift will be given at least one month's notice of their new assignment.
7. At least two weeks' notice will be provided to the Union before the implementation of workweek and/or shift involving a Saturday or a Sunday (for example, a Tuesday through Saturday workweek or a Sunday through Thursday workweek). This notice provision applies to both permanent and temporary workweeks and/or shifts.
8. The differential rate to be paid for each hour worked by employees on a Saturday or a Sunday as part of a regularly scheduled shift, either temporary or permanent, and for each hour worked by employees on a "swing shift or "night or graveyard shift" is set forth in Appendices A through C. The workweek shift differential will not apply to those assigned to the weekend swing shift or the weekend graveyard shift.
9. Employees who have completed his/her regular schedule of work for the day or week will be relieved from work at least a full eight (8) hours before starting work on their next shift. An employee who is relieved for less than a full eight (8) hours before the start of the next shift shall be paid overtime for such a shift except for those employees in On- Call status.

#### B: REST PERIODS

Rest periods not to exceed fifteen minutes may be granted to employees no more than twice in an eight (8) hour shift. The time shall not be taken at the beginning or end of a work period or combined with a meal period. Rest periods not granted or granted and not used shall not be accumulated. Rest periods shall be granted unless operational necessity requires that they be denied.

#### C: SHOW UP TIME/PAY

If an employee who is scheduled to work all or part of a day and reports to work as scheduled and has not been notified by 6:00p.m.on the employee's preceding work day of a change in the employee's schedule for that day, the employee will receive a minimum of four (4) hours of work or pay.

#### D: ON-CALL TIME/PAY

1. On-Call is defined as time during which an employee is not required to be at the location, but is required to be available by telephone pager, or electronic mail including to troubleshoot and repair security and building management application programs remotely by a properly configured work provided laptop.

The use of a laptop for this purpose is considered an "Electronic Callback"; the employee must submit a written report to include details of the electronic work performed. In the event the work cannot be resolved by troubleshooting through the laptop, the employee must be available for an immediate return to work if the University deems it necessary. An immediate return to work is generally defined as the ability of the employee to be present at the work location within one hour of being contacted.

2. As needed, employees will be assigned to On-Call status on a weekly basis, except that in special situations requiring an On-Call assignment as a result of an installation, modification, repair, or monitoring of equipment or a system, employees may be assigned on a daily or weekend basis. Employees assigned On-Call must be qualified to perform the functions associated with the equipment or systems. On-Call assignments will involve primarily "systems" employees that are employees in the electrical, plumbing, and mechanical craft.
3. Within the Capital Projects and Facilities Management Department, all employees are eligible for the On-Call rotation. Volunteers will be accepted. The Department will publish an On-Call schedule, providing the employees with as much advance notice as possible of the specific days and hours of the week that they are On-Call. The schedule will be generated through the solicitation of volunteers and thereafter based on seniority for the On-Call assignments available. Singular or non-scheduled On-Call assignments of any duration are the responsibility of the affected building management team. All substitutions to the On-Call schedule must be approved.
4. The Medical Center Facilities manager shall provide the necessary training for employees to become familiar with Medical Center protocols. On-Call assignments will involve primarily "system" employees that are employees in the electrical, plumbing, and mechanical crafts.
5. An employee who is assigned to On-Call status for a week or more will be paid at the rate of \$3.00 per hour.
6. An employee whose On-Call assignment is a special one involving a daily or weekend assignment will be paid at the rate of \$4.00 per hour.
7. If an employee on On-Call status is called back to work, a minimum of three (3) hours of work or pay is guaranteed.

## E: CALL BACK

An employee, who has completed his /her regular schedule of work for the day or week and has left the University premises, will receive a minimum of three (3) hours pay if the employee is called back to work.

### E.1: ELECTRONIC CALL BACK

Employees in some classifications may be asked to be on –call which may involve returning to the worksite to resolve issues or in some instances the resolution of problems via remote access using a phone and/or laptop. Employees shall not perform electronic callback work unless requested in writing by the Employer to be on-call status. The employee must submit written reports of the electronic call back work, which must be approved by the employer to be paid. When an on-call employee, following the completion of their shift, and after said employee has left the premises, is contacted and required to resolve a work related issue, then the employee shall receive compensation at the applicable overtime hourly rate for time spent without leaving his/her current location in the resolution of the issue. A minimum of one-hour pay will be paid for each incidence. However, should the employee resolve multiple items in the one-hour period, such an employee shall be entitled to only (1) one-hour payment.

Electronic call back is meant to supplement the on-call status and allow the employee to resolve items remotely when applicable for the mutual benefit of employee and employer. This is not intended to eliminate the requirement of the on-call employee to return to work if necessary to resolve the problem.

## **ARTICLE 9 OVERTIME**

### **A: DEFINITION**

Overtime is time actually worked in excess of forty (40) hours in a workweek or eight (8) hours in a workday. In addition, time spent on vacation, holidays, sick leave, or compensatory time off with pay will be considered time worked for purposes of this Article only. Pay which is based upon On-Call or show-up time/pay is not considered time worked for purposes of this Article.

### **B: OVERTIME RATE**

When an employee is required to work through or interrupt lunch due to operational needs, that the employee shall be paid overtime for the lunch period or allowed a lunch period as soon as operational need allows at the discretion of the supervisor. The overtime rate will be one and one-half (1-1/2) times the employee's hourly rate of pay. Work in excess of twelve (12) hours in a given day or more than eight (8) hours on the seventh day of a workweek shall be paid at two (2) times the straight-time rate.

### **C: APPROVAL FOR WORKING OVERTIME**

All overtime needs to be approved in advance including working during lunch periods. Staff are expected to take their scheduled lunch periods. Any deviations from normal of work has to be approved in advance by management.

### **D: SCHEDULING OVERTIME**

As soon as practicable after the University has decided the need for overtime exists, the University will notify the employee(s) it selects to work overtime that the overtime must be worked. Unless excused by the University, an employee must accept an overtime assignment. However, in assigning overtime, the University will normally assign the overtime to the employee(s) who were regularly performing the work, which necessitates the overtime, and will take into account employee preference for overtime assignments and will distribute overtime as equitably as practicable among employees qualified to do the work. Should a finding occur that overtime was not equitably distributed; the exclusive remedy will be one of placing the affected employee(s) in a higher priority for overtime opportunities until such time as equity has been achieved.

### **D: PYRAMIDING**

Overtime premium shall not be pyramided, compounded or paid twice for the same time as defined in Section A above.

**ARTICLE 10**  
**Out-Of-CLASSIFICATION**  
**ASSIGNMENTS**

**A. TEMPORARY REASSIGNMENT TO POSITIONS WITH A HIGHER SALARY RANGE MAXIMUM**

1. The University has the sole discretion to determine the need for a temporary out of class assignments.
2. The University temporarily assigns an employee in advance by to perform Assistant Supervisors duties on a full-time basis for one full day or more shall be paid at a rate equivalent to the Lead rate for all such hours worked.
3. Any employee who has been assigned in advance by his/her supervisor to assume the duties of a higher classification and who, pursuant to such assignment does assume and perform the duties and responsibilities of the higher classification, shall be compensated at the pay rate for the higher classification, for the duration of that assignment.
4. The University shall determine the duration and end date of such out of classification assignments but shall not exceed 90 days. If there is a need for continued coverage beyond 90 days, the next senior person eligible will be assigned to the position. If no other person is eligible or accepts, the original employee can continue for another 90 days.
5. Such temporary assignment and resulting pay increase, if any, shall not result in the permanent reclassification of the employee
6. During an out-of-class assignment the employee remains covered by the collective bargaining agreement
7. Staff may sign up annually with their supervisors to be on the rotation list for out of class opportunities. Employees will be notified 30 days in advance of sign-up date. Sign-up will be available for seven calendar days.

**B. Eligibility Placement:**

1. Employee must have been working in the bargaining unit at UCSF for one or more years.
2. Employee must not have been subject to written disciplinary action as defined in the Discipline and Dismissal Article 20 within the last 12 months.

**C. Notification:**

1. The University will provide a copy of the letter to the union that notified the employee of the out of classification assignment.
2. The University will provide a copy of the list of all employees that were eligible for placement in the position.

## **ARTICLE 11** **HIRING**

When the University has a vacant position in the bargaining unit, which it intends to fill, it will send the Union a copy of the job advertisement with proof of service attached. The job advertisement for a vacant position will remain open for applicants for at least fourteen (14) calendar days following the date of notification to the Union. Upon the completion of the hiring for that position, the University will notify the Union that the position has been filled.

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

Short term work or when employee are out on a temporary (short or long term leave of absence) or for short term project work, the university will attempt to contact the hiring hall, while concurrently following the regular posting process as outlined in paragraph 1 above.

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

In the event that a limited appointment employee attains 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. The University shall notify the employee of the eligibility for conversion.

- a. Qualifying service includes all time on pay status in one or more limited appointments at the campus/hospital. Pay status shall not include on-call or overtime hours.
- b. Such career conversion shall be effective on the first day of the month following attainment of 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 months or less, or
  - d. The employee was hired specifically to work on a short-term project lasting no more than one 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.

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

**ARTICLE 12**  
**PROBATIONARY PERIOD**

All employees appointed to career positions shall serve a probationary period totaling one hundred and thirty (130) on-the-job days of work without a break in service. Employees who are rehired following a break in service of more than six (6) months shall serve a new probationary period whether or not they previously completed a probationary period. Any time prior to the completion of the probationary period, an employee may be released for any reason and without recourse to the Grievance or Arbitration procedures of this Agreement. The University will send to the Union a copy of the probationary employee's release.

**ARTICLE 13**  
**HOLIDAYS**

**A. ADMINISTRATIVE HOLIDAYS**

1. New Year's Day
2. Third Monday in January (Martin Luther King, Jr. holiday)
3. Third Monday in February (or an announced equivalent)
4. Last Friday in March (Cesar Chavez Day)
5. Last Monday in May
6. Juneteenth (June)
7. Fourth of July
8. Labor Day
9. Veterans Day
10. Thanksgiving Day and Friday following Thanksgiving Day (or an announced equivalent)
11. December 24 (or an announced equivalent)
12. Christmas Day
13. December 31 (or an announced equivalent)

For the Medical Center Staff: In lieu of the Cesar Chavez Holiday Health employees will be given a floating holiday selected by the employee and approved by management. The Floating Holiday must be taken within each calendar year in one eight-hour block of time.

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

**B. ELIGIBILITY**

1. An employee is eligible for holiday pay if the employee is on pay status at least fifty percent (50%) of the hours in the month or the two (2) bi-weekly pay periods immediately preceding the bi-weekly pay period in which the holiday occurs, excluding any holiday hours in those periods.
2. An employee required to work an administrative holiday other than New Year's Day, Thanksgiving and/or Christmas (including the additional day to the holiday) shall be paid at the straight time rate for all hours actually worked. In addition, and at the option of the University, the employee shall receive either eight (8) hours compensatory time off or eight (8) hours of holiday pay at the regular straight time rate.

**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.

**D. ELIGIBILITY FOR HOLIDAY PAY**

1. An eligible part-time employee shall receive proportionate holiday pay based on their appointment percentage. Such holiday pay is calculated on the number of hours in pay status in the month or the two (2) bi-weekly pay periods immediately preceding the bi-weekly pay period in which the holiday falls, excluding any holiday hours in those periods.
2. To be eligible for holiday pay, an employee must have been on pay status on the employee's last scheduled workday before the holiday and first scheduled workday after the holiday. No employee shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence or a disciplinary suspension.

## **ARTICLE 14** **SICK LEAVE**

### **A: GENERAL**

1. The University may require that an employee submit satisfactory documentation of personal or family illness. Such requirement shall be communicated to the employee in advance of his/her their return to work
2. If an employee uses sick leave to attend to the illness of an ill child, parent, spouse, or domestic partner, grandchild, grandparent, or sibling, as those terms are defined in section C.1, below, the first six (6) days in which sick leave is used for this purpose per calendar year shall be designated as Kin Care
3. Sick leave shall be used in keeping with normally approved purposes, including the employee's personal illness for medical appointments, childbearing, and disability. Sick leave may also be used for medical appointments for a family member, to attend to the illness of a family member, as defined below in section\_C.2, below; or bereavement due to the death of an employee's family member as defined in section\_C.3 below.
4. Sick leave may also be used when the employee is taking Family and Medical Leave (a) due to the employee's own serious health condition, (b) to care for a family member with a serious health condition, or (c) as Military Caregiver Leave. The definition of family member that applies to Family and Medical Leave taken to care for a family member with a serious health condition is set forth in Article 16, Leaves of Absence, section\_. For Family and Medical Leave taken as Military Caregiver Leave, the covered service member may be the employee's spouse, domestic partner, parent, son, daughter, or next of kin, as those terms are defined in Article 16, Leaves of Absence.

### **B: SICK LEAVE CREDIT ON FACTOR ACCRUAL SYSTEM**

1. An employee on pay status for at least one-half (1/2) of the working hours in a quadri-weekly cycle (i.e., two (2) consecutive biweekly pay periods) is eligible to accumulate sick leave credit for that period. An employee shall earn leave at the rate of .046154 hours per hour on pay status. The number of sick leave hours which may be accumulated is unlimited.
2. Time on pay status in excess of a full-time work schedule (on-call, call-back, premium pay, and overtime hours) shall not be included as pay status hours when computing the amount of sick leave earned.
3. Sick leave earned shall be credited to the employee on the next working day following the accrual period, except that an eligible separating employee shall earn proportionate sick leave through the last day on pay status.

### **C: SICK LEAVE USAGE**

1. Definition of family member for sick leave and bereavement: Family member (including step-family member) for the purpose of sick leave and bereavement leave is defined as

one's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or legal ward who is under 18 years old). Parent includes a biological, foster, or adoptive parent, stepparent or legal guardian, or an individual who stood in loco parentis while the Employee was a child. Child includes a biological, adopted, foster, step, legal ward, or a child for whom the Employee stands in loco parentis, provided the child is either under the age of 18 years old or incapable of self-care because of a mental or physical disability.

2. Up to forty (40) hours of accrued sick leave per year may be used when the employee is required to be in attendance or to provide care because of serious illness of the employee's family member defined above or any other person for whom the employee has a personal obligation who is residing in the employee household.
3. Up to forty (40) hours of accrued sick leave per year may be used when the employee's attendance is required due to the death of the employee's family member as defined above or any other person for whom the employee has a personal obligation who is residing in the employee's household.
4. Failure to use sick leave in accordance with this\*, this Article, will result in the denial of sick leave. Abuse of sick leave may result in discipline or discharge pursuant to the Discipline and Discharge Article. Sick leave shall not be used prior to the time it is credited nor shall sick leave be used beyond a predetermined separation date. Sick leave is paid at the employee's regular rate of pay. Sick leave may be used for pregnancy- related illnesses or disabilities but not beyond a predetermined date of separation or during leave without pay. A pregnant employee on approved leave without pay on the date of confinement is entitled to use accrued sick leave beginning on the date of confinement and continuing through the period that she is physically unable to perform the normal duties of her job.
5. If, while on scheduled vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, documenting such care, the employee may use accrued sick leave for that personal illness. Illness of a family member is not covered during the employee's vacation.
6. An employee who is recalled from layoff pursuant to this Agreement shall have all accrued sick leave from prior service reinstated. An employee re-employed in the bargaining unit after a break in service of less than ninety (90) calendar days shall have all sick leave accrued from prior service reinstated. If reemployment in the bargaining unit occurs after a break in service of more than ninety (90) calendar days but less than six (6) months, prior sick leave up to a maximum of eighty (80) hours shall be reinstated. If a break in service is six (6) months or more, the prior sick leave accrual shall not be reinstated.

**ARTICLE 15****VACATION****A: GENERAL**

Until UCSF converts to hourly factors set forth in B below, existing department practices will remain in effect, as described in-C below.

**B: VACATION CREDIT ON FACTOR ACCRUAL SYSTEM**

A full-time employee for a period of six (6) months or more will earn vacation from the date of appointment. An employee must be on pay status for a least one-half (1/2) of the working hours of a month or quadri-weekly cycle, (i.e., two- consecutive biweekly pay periods) based on the number of hours on pay status for that month or quadri-weekly cycle to earn vacation at the following rates:

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

\*Qualifying Service is defined as a month of service at a one half (1/2) time or more appointment. This includes time on military leave from the University. Eligible employees will earn vacation credit during a leave with pay. Vacation is credited at the end of the month in which it is earned except that an eligible employee who is terminating University service earns proportionate vacation through the last day on pay status. Vacation is earned proportionately to time worked for a regular schedule of work in excess of fifty (50%) percent. No vacation can be earned for time worked in excess of full time.

\*\*Time on pay status in excess of a full-time employee's work schedule does not earn vacation credit.

\*\*\* Full time rate.

**C: VACATION EARNING SCHEDULE (MONTHLY SYSTEM)**

1. As long as UCSF Capital Projects and Facilities Management Department retains the monthly banded Accrual System:

a. A full-time employee for a period of six (6) months or more will earn vacation from the date of the appointment. An employee must be on pay status for at least one-half (1/2) of the working hours of a month to earn vacation credit for that month.

b. Vacation/Earning for Full Time Employees:

<u>Qualifying Service</u>	<u>Vacation</u>
1 - 120 months	10 hours per month

121 - 180 months	12 hours per month
181 - 240 months	14 hours per month
240 months or more	16 hours per month

2. An employee who earns vacation from the date of the appointment shall not use such vacation until completing six (6) continuous months on pay status.

D: VACATION ACCRUAL

An employee may accrue vacation credit to a maximum of two (2) times the employee's earning rate.

E: SCHEDULING VACATION

Vacation leave shall be scheduled at the convenience of the University. Vacation credit cannot be used prior to the time it is accrued. Upon request, an employee will be granted vacation, at the convenience of the University, before the employee's accrued credit reaches the maximum which the employee can accumulate.

F: PTO

Employees hired by UCSF on April 1, 2000, who previously worked for UCSF Stanford Health Care, may elect to transfer their PTO to their UCSF vacation balance.

**ARTICLE 16**  
**LAYOFF, REDUCTION IN TIME AND RECALL**

**A: GENERAL**

The University shall, in its sole discretion, determine when layoffs or reductions in time are necessary and whether the layoff action will be temporary or indefinite. The University shall have the sole discretion to determine the layoff unit(s) and the class titles involved in the staff reduction. Employees will be laid off within a layoff unit and within a class title in inverse order of seniority.

**B: LAYOFF UNITS**

The current layoff units are Campus and Health. The University will provide a thirty (30) days written notice to the union if it proposes to add, delete or modify layoff units and will meet with the union upon request to discuss any such changes.

**C: NOTICE**

An employee who is to be laid off or reduced in time will receive, in writing a fourteen (14) calendar day notice of the effective date of the layoff or reduction, or pay in lieu of notice at the option of the University. A copy of the notice will be sent to the Union.

**D: LAYOFF/REDUCTION IN TIME PROCEDURE**

When an employee is to be laid off or reduced in time, it will be accomplished except as provided below, by inverse order of seniority from each class title within the layoff unit. The University has the sole discretion to retain employees irrespective of seniority, who possess special skills, knowledge or abilities which are not possessed by other employees in the same class title and layoff unit, and which are necessary to perform the functions of the department.

**E: RECALL ELIGIBILITY- PERMANENT POSITIONS**

A non-probationary employee who is laid off or placed on a reduced-time schedule shall be eligible to be recalled to the employee's former class in order of seniority when a vacant position exists and is to be filled, as determined by the University. An otherwise eligible employee must be qualified, as determined by the University, to fill the vacancy. Probationary employees shall not have a right to recall. Employees who are eligible for recall or reinstatement to their prior percent of time shall retain recall eligibility for one (1) Year.

## F: RECALL ELIGIBILITY- TEMPORARY POSITIONS

1. For purposes of this section, a temporary position is defined as one which is established at a fixed or variable percentage of time of at least fifty percent or more but which has a defined ending date of less than one year from its start date.
2. Employees on layoff status with a right to recall are eligible to be recalled to temporary positions in order of seniority. The University will provide as much notice as possible prior to the start of a temporary assignment, but in any event no less than forty-eight (48) hours' notice. The University will make a good faith effort, when offering a temporary position to an employee, to apprise the employee of the anticipated length of the position. Similarly, the University will provide as much notice as possible to an employee occupying a temporary position of the end of the assignment. The University will not be obligated, however, to provide the fourteen (14) day notice of the effective date of layoff, from the temporary position in accordance with Section B of this Article.
3. An employee is entitled to refuse an offer of temporary employment, regardless of length, without forfeiting the right to recall to a permanent position pursuant to the provisions of Section E and Section G of this Article. The acceptance of a temporary position, however, will extend an employee's recall rights under Section E and Section G of this Article to a period of one year from the ending date of the temporary position.
4. An employee shall maintain benefits to the extent permitted by benefit plan rules.
5. Employees recalled to temporary positions may be released from employment at any time at the discretion of management. Such action shall not be grievable or arbitrable in accordance with Articles XX, XXI and XXII of the Agreement. However, such an action will not render that employee ineligible for recall in accordance with Section E of the Agreement unless the employee is given written notice in accordance with the procedures of Article XX. Section C, of the Agreement. In that circumstance, the action of the University in terminating the employee will be grievable and arbitrable in accordance with the provisions of Articles XX, XXI, and & XXII of the Agreement.

## G: TERMINATION OF RECALL RIGHTS

The right to recall terminates if:

1. If an employee refuses to respond affirmatively within five (5) calendar days of receipt of University inquiries concerning the employee's desire to return to work;
2. refuses a recall to work in one's former class when the employee is capable of doing the work;
3. accepts a career position at the same or higher salary within the University;
4. the time frame in Section D above has expired.

## H: SERVICE AND BENEFITS

Recall within an employee's period of recall eligibility does not create a break in service. Benefits and seniority accrue only when an employee is on pay status.

## I: SENIORITY

For purposes of this Article, seniority is defined as the number of continuous full time equivalent months on pay status with the University since the date of employment or the last break in service, whichever is later.

For employees hired on April 1, 2000, who previously worked for UCSF Stanford Health Care, their UCSF Stanford Health Care seniority dates are recognized.

For the purpose of this article, the pre-October 31, 1997 hire date by UCSF shall be the date of hire for those employees who worked for UCSF Stanford Health Care from November 1, 1997 through March 31, 2000, without a break in service and returned to employment with UCSF as of April 1, 2000.

## **ARTICLE 17**

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

##### **1. Benefit Eligibility While on Leave Without Pay**

For purposes of benefit eligibility, an approved leave without pay shall not be considered a break in service. Unless continuation of benefits is required by this Article or otherwise required by law, an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans (as determined by plan documents and regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

##### **2. Requests for Leave**

Except as provided under Section B.1.e. e., below, or otherwise provided by law, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. If the employee learns of the event giving rise to the need for leave more than 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 30 days' advance, written notice. If the employee learns of the event giving rise to the need for leave less than 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 working days after learning of the event. All requests for leaves of absence shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

##### **3. Duration**

For leaves other than Family and Medical Leave (FML) and Pregnancy Disability Leave, which are addressed in Sections B.1.c. and Section C.1., respectively,

below, 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 the Article. For leaves other than FML and Pregnancy Disability Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article or may otherwise be required by law, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months.

#### 4. Return to Work

- a. Except as provided in Section B.1.i and Section C..5 for return from Family and Medical Leave (FML) and Pregnancy Disability Leave, respectively, or as otherwise required by law, an employee who has been granted an approved leave with or without pay shall be ~~reinstated~~ returned to the same or similar position in the same department when the duration of the leave is six calendar months or less, or 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 consideration 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, or pursuant to law.
- 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: FAMILY AND MEDICAL LEAVE**

The University shall adhere to state and/or federal law. 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 FML for any of the following six reasons, as described in greater detail below:

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

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

1. General Provisions for FML

a. Definitions

1. “**Child**” means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in *loco parentis*.
2. “**Parent**” means a biological parent, foster parent, adoptive parent, stepparent, legal guardian, or individual who stood in *loco parentis* to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in *loco parentis* to the employee when the employee was a child.
3. “**Parent-in-law**” means the parent of the employee’s spouse or domestic partner.
4. “**Spouse**” means a partner in marriage.
5. “**Domestic Partner**” means an individual designated as an employee's domestic partner under one of the following methods: (i) registration of the partnership with the State of California; (ii) the establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.
6. “**Grandchild**” means the child of an employee’s child.
7. “**Grandparent**” means the parent of the employee’s parent.
8. “**Sibling**” means a person related to the employee by blood, adoption, or by having a common legal or biological parent.
9. “**Designated person**” is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave, and employees are limited to one designated person per calendar year for FML purposes.

10. **“Serious health condition”** is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- a) **“Inpatient care”** means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
- b) **“Incapacity”** means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
- c) **“Continuing treatment”** means ongoing medical treatment or supervision by a health care provider, as defined below.

11. **“Health Care Provider”** is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of his/her their duties, as defined under State law, a Christian Science practitioner, or any health care provider that the employee’s health plan carrier recognizes for purposes of payment.

**C: Eligibility Criteria for FML**

- 1) Employees who have at least twelve (12) cumulative months of University service (all prior University service, and have at least 1250 hours of actual hours worked during the twelve-month period immediately preceding the commencement of the leave are eligible FML under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) if leave is requested for an FML-qualifying reason, except as otherwise provided in this Article. If the employee is taking FML as a Pregnancy Disability Leave, the foregoing eligibility requirements do not apply.
- 2) **“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, 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.

## 1. DURATION OF LEAVE

Family and Medical Leave FML shall not exceed twelve (12) work weeks in any calendar year except in the following instances: (1) when ~~unless~~ it is used for Pregnancy Disability Leave, the employee shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy; (2) when it is used for a combined leave for Pregnancy Disability and Parental Bonding, the employee shall be eligible for up to four (4) months per pregnancy plus up to twelve (12) workweeks for parental Bonding; (3) when it is used for Military Caregiver Leave, the employee shall be eligible for up to 26 workweeks of leave in a single 12-month leave period; and , (4) when it is used in situations where the employee's FML does not run concurrently under the FMLA and CFRA.

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

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

- 1) **Hourly Conversion for Part-time or Alternately Scheduled Employees.** For employees who work part-time or a schedule other an 8/40, the number of FML hours to which the employee is eligible shall be adjusted in accordance with ~~his/her~~ their normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on his/her hours worked over the previous twelve (12) months preceding he leave.
- 2) Any leave taken by an eligible employee that qualifies as FML (including leave for work-incurred injury or illness) will be designated as such by the University and will be counted against the employee's leave entitlement.

- 3) Such deductions shall be made in increments that correspond to the amount of leave actually taken by the employee (which could be weeks, days, hours, and/or partial hours).

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

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

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

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

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

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

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

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

When the employee's need for intermittent or a reduced schedule FML is foreseeable based on the planned medical treatment of the employee's serious health condition or the planned medical treatment of the employee's family member or designated person with a serious health condition, the University may, temporarily transfer the employee to an available alternate position for which the employee's qualified and that better accommodated the employee's recurring periods of leave. Such alternate position shall have the equivalent pay and terms and conditions of employment but does not need to have equivalent duties.

**e. Notification**

The employee shall give the University notice at least thirty (30) calendar days in advance of the leave's anticipated start date if the need for the leave is foreseeable. If the need for leave is not foreseeable, the

employee shall give the University notice as soon as practicable. Failure to comply with this notice requirement may result in postponement of the leave

- a) If the need for leave is foreseeable due to planned medical treatment of the employee's serious health condition (disability) or the planned medical treatment of the employee's family member or designated person with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to minimize disruption of the University's operations, subject to the approval of the employee's health care provider.
  - b) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.
- 1) The University shall determine whether the employee meets the eligibility requirements and qualifies for an FML leave and shall, within five (5) days of that determination, notify the employee whether the leave is designated as FML. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted.

Extensions to an FML leave, if any, may be granted to the aggregate of twelve (12) workweeks in a calendar year or as follows, as applicable: (a) for up to 26 workweeks in a single 12-month period in the aggregate if FML is being taken as Military Caregiving Leave; (b) for up to ~~or~~ four (4) months per pregnancy in the aggregate if FML is taken as Pregnancy Disability Leave; (c) for up to four (4) months per pregnancy plus twelve (12) workweeks in the aggregate if FML is being taken as a combined leave for Pregnancy Disability and Parental Bonding; and, (d) for up to the employee's maximum leave entitlement under the FMLA and/or CFRA, as applicable, in situations where the employee takes FML for different reasons during the calendar year and one or more of those leaves do not run concurrently under the FMLA and CFRA.

## **1. Certification and Other Supporting Documentation**

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

When FML is requested for the employee's own serious health condition the University may, at its discretion, require that an

employee's request for leave be supported by written certification issued by the employees' health care provider. When certification is required by the University, the employee shall be so advised in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which is provided, include:

- a) A certification that the employee has a serious health condition as defined in Section B.1.a.9., above
  - b) A statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position.
  - c) The date on which the employee's serious health condition began, if known, the probable duration of the condition, and the employee's probable date of return.
  - d) Whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule and, if so, the probable duration of the need for such schedule, and,
  - e) If the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.
- 2) Certification When FML Is Taken To Care for the Employee's Family Member with a Serious Health Condition

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

- a) Certification that the employee's family member's or designated person has a serious health condition warrants the participation of the employee to provide supervision or as defined in Section B.1.a.9, above, and
- b) A statement that the family member's or designated person's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's or designated person's treatment or incapacity, and

- c) Whether the employee's family member or designated person 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.
- d) In addition, the employee will be required to certify either on the same form or separately what ~~the~~ care the employee ~~he/she~~ will provide the family member or designated person and the estimated duration of the period of care.

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

When FML is taken as Pregnancy Disability Leave, the employee may be required to provide a certification in accordance with Section C.4. 7. below,

**4) Certification When FML Is Taken as Military Caregiver Leave:**

When FML is requested as Military Caregiver Leave, the University may, at its discretion, require that the employee provide a certification completed by an authorized health care provider of the covered service member, which includes the health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any other health care provider (as defined in Section B.1.a.4.10. above) who is treating the covered service member. The certification should provide information sufficient to establish the employee's entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that the servicemember has a covered relationship with the employee, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the employee may be required to provide information establishing the servicemember's veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

**5) Certification when FML is taken as Qualifying Exigency Leave**

When FML is requested as Qualifying Exigency Leave is requested, the University may, at its discretion, require that the employee provide a copy of the military member's active duty orders. Employees may also be required to provide certification of (a) the reason for requesting qualifying exigency leave, (b) the beginning and end dates of the qualifying exigency, and (c) other relevant information.

**6) Confirmation of Family Relationship**

The University may, at its discretion, require that an employee complete a Declaration of Relationship form to certify their relationship with the child when the employee is requesting FML as Parental Bonding Leave or to certify their relationship with the family member or designated person when the employee is requesting FML to care for a family member or designated person with a serious health condition. The employee's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's written request may, result in discontinuance of the leave until the required documentation is provided. if the leave has not yet begun, a delay in the start date of the leave. If the employee fails to provide a completed Declaration of Relationship form within a reasonable time as requested, FML leave will be denied.

#### **7) Questioned Medical Certifications**

Should the University have a good faith, objective reason to doubt the validity of the employee's certification for their own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion form a second health care provider selected by the University. If the second medical opinion differs from the opinion of the employee's own health care provide, the University may, at its sole non-grievable discretion, require a third medical opinion from a third health care provider, jointly selected by the employee and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.

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

If additional ~~leave~~ FML is requested beyond the period supported by the certification previously provided or ~~should~~ the circumstances of the leave have changed, the University may, at its sole non-grievable discretion, require the employee to obtain recertification. Such requests for subsequent certification and/or recertification shall ~~may be~~ either verbal or in writing. If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's written request, where practicable.

#### **9) Failure to Provide Certification and/or Recertification**

An employee's failure to provide the certification and/or recertification for a foreseeable FML leave other than Pregnancy Disability Leave within the requested time may result in delay or discontinuance of the leave until the required certification is received. If the employee fails to provide certification or recertification within a reasonable time as requested, FML will be denied.

If the employee provides a certification and/or recertification that is not complete or sufficient, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete or insufficient certification and/or recertification within the requested time period may result in delay of leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete and sufficient certification and/or recertification.

### **Pay Status**

FML is unpaid, except for the use of accrued leave, and Pay for Family Care and Bonding (PFCB), as provided in this Section:

- 1) An employee taking on FML for his/her own serious health condition may elect to use accrued sick leave, vacation, compensatory time off (if applicable), and/or PTO (if applicable) prior to taking FML without pay.
- 2) An employee on FML to care for a family member or designated person with a serious health condition or taking FML as Military Caregiver Leave may elect to use accrued sick leave (up to 12 workweeks), ~~accrued~~ vacation, compensatory time off (if applicable) and/or PTO (if applicable) prior to taking FML without pay.
- 3) An employee on FML for Pregnancy Disability Leave may elect to use accrued sick leave, vacation, compensatory time off (if applicable) and/or PTO (if applicable) prior to taking FML without pay.
- 4) An employee taking FML as Parental Bonding Leave may elect to use PFCB. For any portion of the leave during which employees are not receiving PFCB, they may elect to use accrued sick leave (up to thirty (30) calendar days), vacation, compensatory time off (if applicable), and/or PTO (if applicable) prior to taking FML without pay.
- 5) An employee taking FML as Qualifying Exigency Leave may elect to use PFCB or accrued vacation, compensatory time off (if applicable), and/or PTO (if applicable) prior to taking FML without pay.
- 6) PFCB is an income replacement option for qualified employees on Family and Medical Leave and/or CFRA for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave for up to eight weeks per calendar year.
  - a) The leave must be taken in a block minimum of one workweek.
  - b) PFCB is not an option available during any other type of leave.

- c) If an employee elects to use PFCB for a particular qualifying FML block leave rather than using paid leave accruals or taking the leave without pay, the employee must continue to use PFCB until they either exhaust their full eight weeks of PFCB for the calendar year or that qualifying FML block leave ends.
- d) If the employee's leave ends before they have used the full eight workweeks of PFCB for the calendar year, the remainder is available to use during a qualifying FML block leave later in the calendar year.
- e) An employee may not use any paid leave accruals (e.g., vacation, sick leave, PTO, CTO) while receiving PFCB.
- f) The PFCB option provides pay calculated at one hundred percent (100%) of an employee's eligible earnings. Eligible earnings include an employee's base salary payable through the University. Eligible earnings do not include bonuses, out-of-classification pay, shift differentials, safety shoe allowance on-call differentials, or any pay that is received in addition to that of the employee's regular appointment, and any other additional cash compensation received that is more than 100% of the base salary of the full-time equivalent of the employee's regular position. If the employee has an appointment established at a fixed percentage, the PFCB is based on the salary rate in effect during the employee's leave. PFCB is considered taxable wages. An employee's normal deductions are taken from PFCB.
- g) Because an employee on PFCB is paid 100 percent of eligible earnings, accruals and service credit are calculated as if the employee is on pay status for 100% of their normal hours.

### **Continuation of Health Benefits**

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

- 1) When the employee is on FML that runs concurrently under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2) When the employee is on Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single 12-month leave period. For purposes of Military Caregiver Leave, the "single 12-month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
- 3) When the employee is on FML as a Qualifying Exigency Leave under the FMLA and/or CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.

- 4) When the employee is on FML as Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently under the FMLA: Continued coverage for up to four (4) months in a twelve-month period per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count toward the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
- 5) When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave after the employee's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

**i. Return from FML**

**1) Required Notice and Documentation**

- a) The employee will provide their reasonable notice to their employing department of their anticipated return to work.
- b) An employee returning from FML for the employee's own serious health condition may be required to provide a written medical release to return to work from their health care provider prior to returning to work (For returns after Pregnancy Disability Leave, see Section c.5., below.)
- c) Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release.

**2) Reinstatement Rights**

When an employee has been granted an approved FML leave for any purpose other than Pregnancy Disability Leave and returns within twelve (12) workweeks of the initiation of the leave (or within twenty-six (26) workweeks if the FML was taken for Military Caregiver Leave), the employee shall be reinstated to the same or an equivalent position upon expiration of the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section C.5. below. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same consideration that would have been afforded had the employee been working (rather than on leave) when the position was abolished or affected by layoff. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond his/her appointment end date or the predetermined

date of separation. As stated in section B.1.i., above, an employee who has been granted FML for their own serious health condition may be required by the University to provide a written medical release to return to work prior to their return to work.

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

FML for an employee's own serious health condition is leave taken when the employee's own "serious health condition," as defined in Section B.1.a.9. above, renders the employee unable to perform any one or more of the essential functions of the employee's position.

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

FML to care for a family member or a designated person with a serious health condition is leave to care for the employee's child, parent, parent-in-law, spouse, or same or opposite sex domestic partner, grandchild, grandparent, sibling, or designated person who has a "serious health condition," as defined in Section B.1.a. 9. above, that warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's or designated person's treatment or incapacity.

**4. FML as Pregnancy Disability Leave**

When an employee who takes a Pregnancy Disability Leave pursuant to Section C., below, is eligible for FML under the FMLA, the employee's Pregnancy Disability Leave will be counted against the employee's FMLA entitlement as well as their PDLL entitlement.

**5. FML as Parental Bonding Leave**

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

**a. Time Limit for Parental Bonding Leave**

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

**b. Eligibility Criteria:**

An employee taking FML as Parental Bonding Leave must meet the eligibility requirements for FML set for in Section B.1.b., above, except when the employee is taking Parental Leave immediately following FML taken as

Pregnancy Disability Leave. In those circumstances, an employee who was eligible for FML under the FMLA at the beginning of their Pregnancy Disability leave shall be eligible for up to twelve (12) workweeks of Parental Bonding Leave under CFRA to bond with their newborn baby immediately following their Pregnancy Disability Leave, provided that the employee has not exhausted their CFRA for that leave year

**c. Advance Notice**

The employee shall, if possible, request Parental Bonding Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care in order to allow the University to plan for absence of the employee, but the employee shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Bonding Leave shall be set at the time such leave commences, or if requested in conjunction with Pregnancy Disability Leave under the FMLA, shall be set at the time such Pregnancy Disability Leave commences. Parental Bonding Leave, when taken because of the adoption or placement of the child with the employee could commence prior to the date of placement.

**d. Duration of Parental Bonding Leave**

Parental Leave, alone, shall not exceed twelve (12) workweeks in a calendar year. However, when FML for Parental Bonding Leave is combined with FML for Pregnancy Disability Leave, the total FML Leave shall not exceed seven (7) months in a calendar year.

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

The University shall grant a Parental Bonding Leave of less than two (2) weeks duration on any two (2) occasions during the calendar year. The University, at its discretion, may require that any additional Parental Bonding Leave requested to bond with the same child be for a minimum duration of two (2) weeks, unless otherwise required by law.

**6. FML as Military Caregiver Leave**

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

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

An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single-twelve-month (12-month) leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin covered servicemember to be eligible for this type

of leave and must meet the eligibility requirements for FML set forth in Section B.1.b.1., above.

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

1) **“Covered service member”** means:

- a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who, because of a “serious injury or illness,” is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list; or
- b) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness.”

2) **“Covered veteran”** means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Military Caregiver Leave to care for a covered veteran.

3) **“Outpatient status”** means the status of a 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.

4) **“Serious injury or illness”** means:

For a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the covered service member medically unfit to perform the duties of his or her office, grade, rank, or rating;

- a) For a covered veteran: an injury or illness that was incurred by the veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed forces and rendered the covered veteran unable to perform the duties of their office, grade, rank or

rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for comprehensive Assistance for Family Caregivers.

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

**c. Leave Entitlement**

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

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

## 7. FML as Qualifying Exigency Leave

Qualifying Exigency Leave is an additional type of FML available to eligible employees. If the military member is the spouse, domestic partner, child, parent or parent-in-law of the employee, the employee may take Qualifying Exigency Leave to attend to any “qualifying exigency” while the military member is on “covered active duty or call to covered active duty status” (or has been notified of an impending call or order to covered active duty).

### a. Eligibility:

~~An employee who is the spouse, domestic partner, son, daughter or parent of a military member is eligible for Qualifying Exigency Leave if the employee meets the eligibility requirements for FML set forth in Section B.1.b.1. above.~~

### **b. Definitions Specific to Qualifying Exigency Leave**

- 1) **“Covered active duty or call to covered active duty status”** means:
  - a) In the case of a member of the regular Armed Forces, duty during the deployment to a foreign country.
  - b) In the case of a member of the Armed Forces Reserve: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in a support of a contingency operation as defined by the FMLA.
- 2) **“Qualifying exigency”** is defined as any one of the following, provided that the activity relates to the military member’s covered active duty or call to covered active duty status.
  - a) Short notice deployment to address issues that arise due to a the covered military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment;
  - b) Military events and activities, including official ceremonies;
  - c) Childcare and school activities for a child of a military member who is either under age 18 or incapable of self-care;

- d) Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining arranging, or appealing military benefits while the military member is on covered active duty or call to active duty status and for the ninety (90) days after the termination of the military member's covered active duty status;
- e) Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age 18 or incapable of self-care;
- f) Rest and recuperation (up to fifteen (15) days of leave for each instance) to spend time with a military member who is on short-term temporary rest and recuperation leave during deployment;
- g) Post-deployment activities, including ~~to~~ (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination for the military member's covered active duty and (b) ~~to~~ addressing issues that arise from the death of a military member while on covered active duty status;
- h) Parental care for the parent or parent-in-law of the military member when the parent or parent-in-law is incapable of self-care; and,
- i) Additional activities related to the military member's covered active duty or call to covered active duty status when the employer and the employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

**C. Pregnancy Disability Leave:**

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

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

Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of

leave time actually taken may be counted against the employee's Pregnancy Disability Leave entitlement.

**1. Duration**

- a. An employee is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.
- b. If the employee continues to be disabled by pregnancy, childbirth or related medical condition beyond four (4) months, additional leave may be granted in accordance with (Personal Leave) or as may otherwise be required by law.
- c. Following Pregnancy Disability leave, the employee may be eligible for Parental Bonding Leave, pursuant to Section B.5. above, to care for the employee's newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Bonding Leave shall not exceed seven (7) months in a calendar year.

**2. Use of Accrued Paid Leave**

An employee on Pregnancy Disability Leave is normally without pay; however, an employee may elect to use accrued sick leave vacation, compensatory time (if applicable) or PTO (if applicable) prior to taking Pregnancy Disability Leave without

**3. Transfer and Other Reasonable Accommodations as Alternatives in Addition to Pregnancy Disability Leave**

- a. **Transfer at the Request of the Employee.** The University shall, temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee when such transfer is medically advisable according to the employee's health care provider, provided that the transfer can be reasonably accommodated. For purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave per pregnancy, unless the employee is also taking leave on an intermittent or reduced schedule basis. When the employee's health care provider certifies that the transfer is no longer medically advisable, the University shall return the employee to their same position or a comparable position in accordance with Section C.5., below temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications for the alternative position. Any alternative position shall have the equivalent rate of pay and benefits and shall better accommodate the employee's leave requirements than her regular position. Only the time actually spent on intermittent or reduced schedule shall be counted against the employee's entitlement of up to four (4) months of Pregnancy

Disability Leave. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with section C.8. below.

- b. Transfer to Reasonably Accommodate Employee's Need for Intermittent or Reduced Schedule Leave.** When the employee's health care provider states that it is medically advisable for the employee to Pregnancy Disability Leave on an intermittent or reduced work schedule basis, the University may, at its discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of the alternative position, When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to their same position or a comparable position in accordance with Section C.5., below
- c. Other Reasonable Accommodations.** If the employee's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the inter active process with the employee to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

#### 4. **Certification**

- a. When an employee requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its discretion, require that the employee's request be supported by written medical certification issued by the employee's health care provider.
- b. When a medical certification is requested in connection with the employee's request for reasonable accommodation or transfer, it shall contain the following: (a) a description of the requested accommodation or transfer, (b) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (c) the date on which the need for reasonable accommodation became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.
- c. When a medical certification is requested in connection with an employee's request for leave, it shall contain the following: (a) a statement that the employee needs to take Pregnancy Disability Leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, and (b) the date on which the employee became disabled because of pregnancy and the estimated duration of the leave.

- d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave until the required certification is provided.
- e. The University may, at its discretion, require that an employee returning to work immediately following Pregnancy Disability Leave provide a written medical prior to returning to work.

## **2. Reinstatement after Pregnancy Disability Leave**

The date of reinstatement from the Pregnancy Disability Leave is typically determined by agreement between the University and the employee when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made and the employee is returning directly from Pregnancy Disability Leave, the University shall reinstate the employee within two (2) business days or, when two (2) business days is not feasible, as soon as possible after the employee notifies the University of ~~her~~ their readiness to return.

If the employee is returning to work directly following the end of the Pregnancy Disability Leave, and the University has requested that the employee provide a written medical release from the employee's health care provider, the employee shall not be reinstated until the medical release is provided to the University. A The medical release shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

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

employee's actual reinstatement shall not be counted for purposes of any employee pay or benefits.

**6. Continuation of Health Benefits**

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

**D. Disability Leaves Other Than Pregnancy Leave**

A disability leave of absence is the period(s) for which an eligible career employee is granted leave from work for medical reasons in accordance with Section D.1. below. This leave includes the combined use of accrued sick leave and the disability leave of absence without pay in accordance with the provisions of this Article and Article 13 - Sick Leave. Disability leaves of absence with or without pay are provided for leaves due to non-work related illnesses or injuries.

**1. Eligibility**

An employee may be eligible for a disability leave of absence with or without pay when they have exhausted their twelve (12) workweek FML entitlement in a calendar year, or they are not otherwise eligible for FML Leave, or the employee has exhausted their four (4) month entitlement to Pregnancy Disability Leave under the Pregnancy Disability Leave Laws, and they are medically incapable of performing the essential assigned functions of their job due to a non-work related illness or injury, and they have furnished evidence of disability satisfactory to the University.

**2. Duration**

- a. When the use of accrued sick leave and a disability leave of absence without pay are combined, a disability leave may be granted by the University for a total period of verified disability consistent with the University's obligation to reasonably accommodate a disabled employee.
- b. An employee granted a disability leave who is also applying for university disability benefits for non-work-related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking the disability leave without pay.

- c. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated in accordance with Article 28 Medical Separation.

### **3. Return to Work**

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

### **E. Military Spouse/Domestic Partner Leave**

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

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

- a. "Qualified member" means a person who is any of the following:
  - 1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
  - 2) A member of the National Guard who has been deployed during a period of military conflict, or
  - 3) A member of the Reserves who has been deployed during a period of military conflict
- b. "Period of military conflict" means either of the following:
  - 1) A period of war declared by the United States Congress, or

- 2) A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code 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 business days of receiving official notice that the qualified member will be on leave from deployment, of the employee’s intention to take the leave; and
- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee

## 3. **Substitution of Paid Leave**

This leave is unpaid leave, except that an employee shall use accrued vacation time and compensatory time off (CTO) prior to taking leave without pay.

## **F. Military Leave**

An employee is entitled to Reserve Training Leave for Inactive Duty, Temporary Military Leave for Active Duty Training, Extended Military Leave, Emergency National Guard Leave and Military Leave for Physical Examinations provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders for leaves of thirty (30) or more days.

### 1. **Eligibility for Pay and Benefits**

#### a. **General Provisions**

An employee granted reserve training leave for inactive duty, temporary military leave for active-duty training or extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of

such leave in any one fiscal year, but not to exceed the actual period of service, provided:

- 1) The employee has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior full-time, military service shall be included in calculating this University service requirement); and,
  - 2) Such payment for reserve training, temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any fiscal year.
- b. Part-time Employee - 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.
  - c. Ineligible Employee- An employee not eligible for military leave pay may have such absence charged to accrued vacation or accrued compensatory time off, or the military leave may be without pay.
  - c. Service Credit and Benefits - An employee on temporary military leave for active-duty training or extended military leave who is not on pay status shall receive length-of-service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 14, Vacation Leave, Article 13, Sick Leave and Article 12, Holidays. 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. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's groups insurance regulations.
2. Reserve Training Leave for Inactive Duty Reserve training 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.
  3. Temporary Military Leave for Active-Duty Training 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, is ordered to full-time active military duty for training for a period not to exceed one hundred eighty (180) days, including time spent traveling to and from such duty.

4. Extended Military Leave 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.
  - a. 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 not to exceed five (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the employee requests such extension.
  - b. Service Credit and Benefits. An employee granted extended military leave shall receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time off. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed one hundred eighty (180) days. Vacation credits retained on the records in excess of one-hundred eighty (180) days shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred in the previous one-hundred eighty (180) day period.
  - c. Sick leave credit shall be retained on the records.
  - d. Probationary Employee: 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.
    - 1) If the probationary employee served in active military service for a period of more than thirty (30) days he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
    - 2) If the probationary employee served in active military service for a period in excess of one hundred 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.

### **3. Emergency National Guard Leave Military Leave**

Military 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 1 Guard leave, but shall be granted extended military leave as set forth in Section D.4

- a. 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 in anyone (1) fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University parent for reserve training leave, temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.
- b. 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 service is over. Such employee shall accrue vacation and sick leave and receive holiday pay in accordance with Article 14, Vacation Leave, Article 13, Sick Leave and Article 12. Holidays.

### **7. Physical Examination**

Military leave with pay shall be granted to an employee in accordance with D.1. 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.

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

### **G. Personal Leaves of Absence without Pay**

1. At the University's sole non-grievable discretion, a career employee may be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the University. Such leave shall not exceed six (6) calendar months. Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for benefits except that the regulations of the retirement systems must be specifically checked to determine the effects of such leave without pay on retirement benefits.
2. Reinstatement shall be to the same or, at the department's discretion, a similar position in the same department provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, the employee shall be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 18, Layoff and Reduction in Time, Article 19, Discipline and Dismissal, and Article 8, Probationary Period.

#### **H. Other Leaves of Absence with Pay**

##### **1. Jury Duty/Grand Jury**

A full-time employee in a career position on any shift or work schedule who is summoned to required jury duty shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek. A part-time employee in a career position who is summoned to required jury duty shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the employee's regularly scheduled hours of work. When an employee's scheduled jury duty hours do not generally coincide with the employee's scheduled shift, the University will, upon request of the employee and subject to operational needs, change the employee's shift assignment. In the event the employee's shift assignment is changed to a shift that has a shift differential, such differential shall not apply when the change in assignment is made to accommodate the employee's jury duty.

##### **2. Voting**

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

##### **3. Blood Donations**

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

**4. Administrative or Legal Proceedings**

- a. When an employee is attending administrative or legal proceedings as directed by the University or is subpoenaed by the University to appear as a witness in an administrative or legal proceeding, leave without loss of 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.
- b. An employee subpoenaed by the State or a political subdivision thereof when the State or political subdivision is prosecuting a person for an offense that the employee, by virtue of being on University premises during scheduled work hours, witnessed shall be granted leave without loss of straight time pay for actual time spent in the 30 proceedings and in related travel time not to exceed the employee's normal work day and workweek.
- c. 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.

**5. 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.

**6. University Functions**

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

**I. Catastrophic Leave**

Bargaining unit employees may participate, as donors and recipients, in Catastrophic Leave programs according to local campus/hospital/LBNL procedures and Article 13, Sick Leave.

**J. Leave for Bone Marrow/Organ Donations**

An employee who wishes to donate bone marrow to another person may use up to five (5) calendar days of accrued vacation, sick leave, compensatory time off, and/or leave without pay during a calendar year. An employee who wishes to donate an organ for transplant may use up to thirty (30) calendar days of accrued vacation, sick leave, compensatory time off, and/or leave without pay during a calendar year. An employee may be required to submit medical documentation supporting the request for leave and/or return to work. Additional leave may be available to an employee donating bone marrow or an organ under Family and Medical Leave (see Section B. of this Article above) if the employee's condition qualifies as a serious health condition under the circumstances.

## **ARTICLE 18** **BENEFITS COVERAGE**

### A: GENERAL BENEFITS

During the term of this Agreement, the benefits listed in this Section, including changes therein and any University contributions to such benefits, including changes therein, will be made available for employees in the bargaining unit to the same extent and in the same manner as they apply to other eligible staff employees at the San Francisco campus and Health Systems.

- 1) Retirement
- 2) Health insurance
- 3) Life insurance
- 4) Dental insurance
- 5) Non-industrial disability insurance
- 6) University death benefit
- 7) Vision care insurance

For a list of current benefits eligibility and the benefits UC offers, see link below:

<https://ucnet.universityofcalifornia.edu/compensation-and-benefits/eligibility/index.html>

**ARTICLE 19**  
**WAGES**

**A. General Provisions**

1. Effective date of wage increases – Wage increases shall be effective on the first day of the first full payroll period nearest the first day of the month in which the increase occurs. In the event the first day of the first full payroll periods are equidistant from the first day of a month, the earlier payroll period shall be used.
2. The parties recognize that the actual salary rates paid to employees may slightly vary from those reflected in The Corporate Title Code System Lookup (TCS) due to rounding. The applicable wage rates are reflected on the TCS at: <https://tcs.ucop.edu/tcs/jsp/homePage.htm>. In the event this web page expires and is replaced by a new title code system and corresponding web page, the University will provide 30 calendar days' notice to union advising where such title code and wage information can be found online. The University will provide a copy of the "pay scale" file for wage increases.
3. The campus or Medical Center's normal pay practices shall be followed in implementing pay increases.

**B. Range Adjustments**

1. Effective March 1, 2023, UCSF will provide a 5% pay increase.
2. Effective March 1, 2024, UCSF will provide a 5% pay increase.
3. Effective March 1, 2025, UCSF will provide a 5% pay increase.

**C. Additional Increases**

1. Effective March 9, 2023, employees in the following crafts will receive an additional 3% pay increase: Electricians and Fire Alarm Technicians.
2. Effective March 9, 2023, employees in the following crafts will receive an additional 5% pay increase: HVAC Mechanic, Pipefitter, Plumber, Refrigeration Mechanic.
3. These increases will not be compounded.

**D. Differentials**

1. The Lead differential is 7% above the hourly rate for the classification.
2. Employees assigned to weekends as a normal work week as described in Article VIII, Section A of this Agreement will receive a differential of \$3.50 per hour, effective 60 days from the date of ratification.
3. Employees assigned to the swing shift as described in Article VIII, Section A of this Agreement will receive a differential of \$3.85 per hour, effective 60 days from the date of ratification.
4. Employees assigned to the graveyard as described in Article VIII, Section A of

this Agreement will receive a differential of \$4.50 per hour, effective 60 days from the date of ratification.

5. Employees assigned on-call work will be paid \$4.00 per hour.

**ARTICLE 20**  
**HEALTH AND SAFETY**

**A: SAFETY DETERMINATIONS**

If an employee has a reasonable belief that a specific job assignment or work area may not comply with health or safety standards applicable to the University, the employee may request, through the Supervisor, a determination from the Environmental Health & Safety Department as to whether the assignment or work area is in compliance with applicable standards before beginning the assignment or entering the work area. Once a determination has been made by the University that the assignment should not result in illness or injury to the employee, the employee must comply with the assignment. If, pursuant to the above request, the Environmental Health & Safety Department issues a written report, the employee or the Union may request a copy of the report.

**B: ABUSE**

Abuse of the right to request a health or safety determination will subject the employee to disciplinary action.

## **ARTICLE 21 DISCIPLINE AND DISCHARGE**

### **A: GENERAL CONDITIONS**

1. The term "employee," as used in this Article, is defined as a non-probationary career employee.
2. An employee may be disciplined for misconduct, for failure to perform satisfactorily, or for violations of this Agreement.
3. The University may discipline an employee by oral reprimand, written warning, or suspension without pay for up to and including ten (10) working days without prior written notice 'of intent.
4. Pursuant to this Article, when an employee is sent a notice of intent to suspend or discharge, the Union will be sent a copy of such notice.

### **B: GRIEVABILITY AND ARBITRABILITY**

1. Oral reprimands and written warnings, unless used as a basis for subsequent disciplinary time off without pay or discharge, are not subject to the Arbitration article of this Agreement. Disciplinary action or discharge, which is subject to the Grievance Procedure, may be processed at Step 2 of the procedure (See Article 21: Grievance Procedure.

### **C: NOTICE OF INTENT**

Written notice of intent to suspend for more than ten (10) working days or discharge shall be issued to the employee, either by personal delivery to the employee or by sending the notice of intent via Federal Express 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. Proof of service will accompany the Notice of intent. A copy of the Notice of Intent with a copy of the Proof of Service to the employee will be sent via Federal Express to the union with a Proof of Service.

#### **1. The notice of intent shall:**

- a. Inform the employee of the disciplinary action which the University intends to take, the reason for the disciplinary action, and the effective date of the disciplinary action;
- b. Inform the employee that he or she 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 of the date of the issuance of the Notice of Intent in accordance with section D: Below
- c. Include a copy of the charge and the materials on which the charge is based.

### **D: EMPLOYEE RESPONSE**

1. The employee and/or the Union will have ten (10) calendar days from the date of notice to request a Skelly Review. Such a request must be made in writing in accordance with the information outlined in the Notice of Intent.
2. At the Skelly meeting, the employee shall be entitled to give a response, orally or in

writing, including any additional facts or defenses which the employee wishes to convey to the University before the University reaches a final decision on the action to be taken. No new known facts (nor defenses by the employee or the Union) may be introduced by the parties in any arbitration procedures after the completion of this Skelly meeting.

3. The University will notify the employee and union of the Skelly hearing decision and any action to be taken within five (5) calendar days after the Skelly report is received by the Labor Relations Office.
4. If the Union chooses to appeal the University's decision, it may do so directly to the grievance procedure as outlined in Article 21: Grievance Procedure.

#### **E: INVESTIGATORY LEAVE**

The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the employee immediately from all work duties. If, upon conclusion of the investigation, neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the leave. Although an investigatory leave may exceed fifteen (15) working days, if a suspension without pay is determined to be the appropriate discipline, a maximum of fifteen (15) working days of the investigatory leave period may be applied to such suspension without pay. Provided the notice of intent and employee response provisions outlined above, have been complied.

#### **F: TIME LIMITS**

Time limits, as established in this Article, may be mutually extended by the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a non-business day as defined in this Agreement will automatically be extended to the next business day.

## **ARTICLE 22**

### **GRIEVANCE PROCEDURE**

#### **A: GENERAL**

1. A grievance is defined as an alleged violation, during the term of this Agreement, of an expressed written provision of this Agreement.
  
2. An individual employee shall have the right to use this Grievance Procedure and such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth below. Grievances of two or more employees may, at the University's discretion, be joined for purposes of review at any step of this procedure. All grievances from one employee which relate to the same facts, issue, incident or course of conduct shall be joined for purposes of review in this procedure.
  
3. The University shall not have the right to file a grievance under this procedure.

#### **B: REPRESENTATION**

1. An employee shall have the right to be represented at all steps of the Grievance Procedure by the Union or one other person or agent of the employee's choice other than a University employee who has been designated as supervisory, managerial or confidential.
  
2. Grievance representatives certified by the union shall have authority to act on behalf of union in all matters related to grievance representation. Any actions taken by or agreements reached between such grievance representatives and the University shall be binding.
  
3. Time in a without-loss-of-straight-time pay status for grievance representatives shall be as specified in the Grievance Procedure. In no event shall the grievance representative receive payment for time spent in performance of his/her representation duties during any shift other than that representative's regularly scheduled shift.
  
4. The University is not responsible for any travel or lodging expenses or any other expenses incurred by the representative, grievant or union witnesses.

#### **C: TIME LIMITS**

- a. A formal grievance must be filed and received by Labor Relations via email within 30 calendar days. Attempts at informal resolution at Step 1 does not extend these time periods.
  
- b. Time limits as established in this Article may be mutually extended by the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a non- business day as defined in this Agreement will automatically be extended to the next business day.

#### **D. PROCEDURE**

##### **1. Step 1: Informal Review**

As soon as practicable, but no later than seven (7) calendar days after the employee and/or union knew or could be expected to know of the event or action giving rise to a grievance, the employee and/or union shall discuss the grievance with the employee's immediate supervisor. The parties shall informally attempt a resolution of the issue. Informal

resolutions, although final, shall not be precedent setting under this agreement. Settlement offers made in the informal process shall not be introduced in subsequent steps and shall not be admissible as evidence at arbitration. If the complaint is not resolved through informal discussion with the immediate supervisor, the employee and/or the union may advance file a formal grievance as set forth below. Attempts at informal resolution do not extend time limits unless a written exception is granted in advance by Labor and Employee Relations.

Grievances involving discipline resulting in a loss of pay to the employee including dismissal may start at Step 2 of the grievance procedure.

## **2. Step 2: Formal Grievance**

Nothing in this agreement prohibits the union and/or employee from starting at this step. If the Step 1 meeting does not resolve the grievance or the meeting was waived, the Union representative or the employee may reduce file the grievance to in writing on an agreed-upon form or in writing on the union's letterhead submitted via email to the university-provided grievance email address:

The written grievance must set forth;

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

### **Grievance Review**

- A. The University will convene a Step 2 meeting within 15 calendar days after receipt of the grievance.
  - B. The University shall render a written answer response decision to the grievance within fifteen (15) calendar days from the Step 2 meeting.
  - C. If the Step 2 decision is not appealed to Arbitration in accordance with Article 22: Arbitration after the issuance of the Step 2 decision, the University's answer becomes final and binding. The grievance is considered settled on the basis of the Step 2 decision.
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**ARTICLE 23**  
**ARBITRATION PROCEDURE**

**A: REQUESTS FOR ARBITRATION**

A request for arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure. The request for arbitration must be received by the Labor Relations Department within seven (7) calendar days of the date of receipt of the University's grievance answer to the Union. Proof of service must accompany these mailings. The Union, in making such a request for arbitration, must set forth in writing the issues and remedies remaining unresolved. The Labor Relations Department shall review the request, and absent resolution within seven (7) calendar days of the date received, begin the process to select an arbitrator. The parties, in dealing with the grievance at each step prior to arbitration, shall ensure that all facts in support of their position on the grievance are made known and shall not seek to introduce new issues, allegations, evidence or facts at the arbitration hearing. No later than five (5) calendar days prior to the arbitration the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. Settlement offers made during the Grievance Procedure shall be excluded from use in arbitration. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

**B: SELECTION OF ARBITRATORS**

1. No later than seven (7) calendar days after receipt of the Union's request for arbitration, the Union and the University will attempt to mutually select an arbitrator. If this effort is not successful within seven (7) calendar days of the beginning of such an attempt, the Union or the University, or both, within the next seven (7) calendar days only may request the American Arbitration Association to submit a list of seven (7) qualified arbitrators, none of whom may be in the employment of the University. It is understood and agreed that the labor arbitration rules of the American Arbitration Association shall not apply to this Agreement. If one of the seven (7) arbitrators on the list is not mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names, beginning with the Union until one name remains. This person shall act as the arbitrator.

2. If the parties mutually agree that the list of arbitrators is unsatisfactory, a second list of seven (7) may be mutually requested from the American Arbitration Association. The same procedure for selection as set forth above shall be followed.

3. Either the University or the Union or both shall notify the selected arbitrator and upon the arbitrator's acceptance, the arbitrator shall fix a date and time for the hearing.

**C: TERMS AND CONDITIONS OF ARBITRATION**

1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant material and the names of all witnesses who are to be called shall be identified by the parties no later than seven (7) days prior to the hearing.

2. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission and the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy. The arbitrator shall be limited to the interpretation of the Agreement regarding the issues submitted and shall have no power to add to, delete, from, or otherwise alter the terms of the Agreement. If the grievance is sustained in whole or in part, the remedy shall not exceed making the employee whole by restoring the pay, benefits, or rights lost as a result of a violation of the Agreement, less any remuneration, payments or benefits received from any source, including, but not limited to, Worker's Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing.

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

4. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limit.

D: EMPLOYEE WITNESS PAY STATUS

An employee who loses time from the employee's work during the employee's regularly scheduled working hours when testifying at an arbitration hearing, shall do so without loss of time or pay.

E: LIMITATION ON LIABILITY

Except as otherwise specifically provided, the University will not be liable on a grievance claiming back wages or other monetary reimbursement for any period of time during which an extension of time limits has been granted at the request of the Union; or

Any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing when the first date is rejected by the Union; or

Any period of time greater than thirty (30) calendar days prior to the date of the informal discussion in Step 1 of the Grievance Procedure discussion.

**ARTICLE 24**  
**WAIVER**

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

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## **ARTICLE 25** **DURATION**

### **A. DURATION**

The Agreement shall become effective upon ratification of the parties and shall remain in full force and effect until terminating at 11:59pm, February 28, 2026, unless the University and SFBCTC mutually agree in writing to extend any and all terms and conditions of this agreement.

### **B. NEGOTIATION OF A SUCCESSOR AGREEMENT**

1. During the period of negotiations, the terms and conditions of this Agreement, including those articles under discussion, shall remain in full force and effect.
2. The requirements for the University and/or SFBCTC to engage in successor negotiations are as follows:
  - a. The Union shall, no later than October 1, 2025, serve upon the Director of Employee and Labor Relations written notice of its intent to negotiate a successor Agreement. Included in such notice shall be a brief description of the Articles that the Union is proposing to negotiate.
  - b. The University shall, no later than October 10, 2025, following receipt of SFBCTC timely notice of its intent to negotiate a successor Agreement, serve notice on the Union of the articles it is proposing to reopen. Included in such notice shall be a brief description of those articles it is proposing to renegotiate.
  - c. The parties shall sunshine the articles in compliance with HEERA-mandated sunshine requirements.
  - d. The parties agree to exchange initial proposals no later than thirty (30) days after the sunshine period has expired.
  - e. The parties shall determine the method in which negotiations shall commence, following compliance with HEERA-mandated sunshine requirements, unless the parties agree to later date in writing.
  - f. If neither party serves notice on the other of its intent to reopen the contract during the time periods specified in 2.a and 2b. above, the agreement will remain in full force and effect until notice is served by other party of its intent to reopen the contract and negotiations for a new contract have concluded and a successor agreement has been ratified. This time period will be designated a status quo period. Wage rates will not be increased during this period.

3. In the event one party services a: notice to reopen the contract after October 1, 2025, the following processes will be observed.

- a. The Party initiating reopener bargaining shall serve the notice of its intent to initiate reopener bargaining. The notice will include a brief description of the articles the party is proposing to negotiate.
- b. Thirty days after receipt of the notice of intent to initiate reopener bargaining, the responding party will notify the initiating party of the articles it is proposing to reopen along with a brief description of the proposed changes.
- c. The parties agree to exchange initial proposals no later than forty (45) days after the notice referenced in 3.b., above.
- d. Negotiations will commence no later than thirty (30) days following compliance with HEERA-mandated sunshine requirements, unless the parties agree to a later date in writing.
- e. During the period of negotiations, including the notice and sunshine periods, the terms and conditions of this Agreement, including those articles under discussion, shall remain in full force and effect.

## **ARTICLE 26** **UNIFORMS**

### A: GENERAL

Uniforms are attire which are required by the University to be worn in the performance of assigned duties. The University shall have the sole discretion to determine 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 unless directed otherwise by management.

### B: PROVISION OF UNIFORMS

The University will provide a uniform allotment to each employee at no cost to the employee at the time of hire.

### C. UNIFORM CHANGE TIME:

When an employee is required to change into or out of uniform at the work site, a maximum of ten minutes shall be allowed for this purpose after the beginning and prior to the end of the work shift. Change time beyond ten minutes must be approved by the employee's supervisor. Employees not required to change into or out of uniform at the work site will not be granted uniform change time.

### D. UNIFORM LAUNDERING

Where laundries of uniforms is currently provided by the University at no cost to the employee such laundering shall continue while the requirement for uniforms continues.

**ARTICLE 27**  
**SAFETY SHOES**

During each year of this agreement, employees in classifications covered by this agreement, will be eligible for one (1) pair of safety shoes with a value up to \$150.00. All pre-approved shoes are safety toe shoes for safety and PPE. If the shoes that staff want are above \$150.00, then the employee will need to pay out of pocket for any additional expenses. Staff cannot use the \$150 for orthotics.

## **ARTICLE 28** **REASONABLE ACCOMMODATION**

### **A: General**

In a manner that is consistent with applicable law, the University provides reasonable accommodation to qualified employees who are disabled or become disabled and need assistance to perform the essential functions of their jobs. 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, since all accommodations will be determined in accordance with the specific functional abilities of the employee in coordination with the requirements of the employee's job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

### **B: The Interactive Process**

1. When an employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the employee (and, if requested by the employee, their Union representative) and appropriate University representatives about possible options for reasonably accommodating the employee's disability. Options for reasonable accommodation may include, but are not limited to: assistive devices, modification of existing facilities, restructuring the job to eliminate non-essential job functions, telecommuting, and leaves of absence. Both the University and the employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

2. During the interactive process, the University considers information related to: the essential functions of the job, the employee's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the employee's suggestions regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented, so long as the accommodation implemented is reasonable.

3. The University will process requests for reasonable accommodation and provide accommodations where reasonable and appropriate and in as short a time frame as reasonably possible. The parties recognize, however, that the time necessary to process a request will depend on the nature of the accommodation requested and whether the employee has provided sufficient supporting information.

4. Should an employee wish to receive an update as to the status of his/her request, he/she may contact the assigned University representative. The University representative will respond to the employee's request for updated information in a timely manner.

5. If the University determines that the employee cannot be reasonably accommodated in his or her current position, a search for an alternative active and vacant position for which the employee is qualified with or without reasonable accommodation will be conducted without the requirement that the position be publicized.

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

#### Section C: Medical Documentation

The employee is responsible for providing the University disability manager or other appropriate University representative with medical documentation regarding the employee's disability and how it limits the employee's ability to perform the essential functions of the job. The University may require that a University-appointed licensed healthcare provider examine the employee and/or confirm the documentation provided by the employee. In such a case, the University shall pay the costs of the University-appointed health care provider.

#### Section D: Trial Employment

When recommended by a disability manager and approved by the appropriate University official, a qualified non-probationary career disabled employee may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one year, shall be determined by the disability manager in consultation with the employing Department/Division Head. Positions used for trial employment shall not be designated

as career, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.

**ARTICLE 29**  
**MEDICAL SEPARATION**

A: General

1. When the University determines that a non-probationary career employee is unable to satisfactorily perform the essential assigned functions of her/his position due to any disability or other medical condition, that employee may be medically separated. Prior to medical separation, the University will determine what accommodation, if any, may be reasonably provided. Such accommodation, if any, shall be provided in accordance with the provisions of Article 25 - 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. 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. An employee who is on an approved leave of absence of 180 days or less shall not be medically separated provided:
  - a. The leave is related to a medical condition; and,
  - b. The employee's medical health practitioner (who is licensed by the state in which she/he practices) has established a specific return to work date within one-hundred eighty (180) days of the beginning of the leave of absence.

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 second 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

The University shall give the employee a written notice of intent to medically separate. Such notice shall be provided 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; and,
3. A copy of the notice of intent shall be provided to the union.

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 ten (10) calendar days from the date of issuance of the notice of intention to separate, pursuant to Section C., above.

E: Re-Employment

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.
2. 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.
3. If a non-probationary career employee separated under this Article is reemployed 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 reemployed within three (3) years, a break in service does not occur.

**EXECUTION OF AGREEMENT**

The foregoing Agreement between the San Francisco Building and Construction Trades Council (SFBCTC) and the Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned representatives of each party.

FOR THE UNIVERSITY

FOR THE UNION

THE REGENTS OF THE UNIVERSITY  
(University of California, Office of the President)

SAN FRANCISCO BUILDING AND  
CONSTRUCTION TRADES COUNCIL

DocuSigned by:  
*Gina Abrams* 4/10/2023  
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Gina Abrams Date  
Chief Negotiator  
University of California, San Francisco

DocuSigned by:  
*Rudy Gonzalez* 04/10/2023  
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Rudy Gonzalez Date  
Chief Negotiator  
San Francisco Building and Construction  
Trades Council

DocuSigned by:  
*Melissa Matella* 8/25/2023  
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\_\_\_\_\_  
Melissa Matella Date  
Associate Vice President  
Employee and Labor Relations

DocuSigned by:  
*Cheryl Lloyd* 9/12/2023  
AE400BB4CBE8448...  
\_\_\_\_\_  
Cheryl Lloyd Date  
Vice President  
Systemwide Human Resources