

MEMORANDUM OF UNDERSTANDING

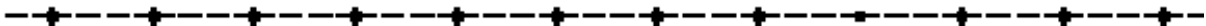
BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND ITS  
UNIVERSITY OF CALIFORNIA, SAN DIEGO

AND THE

TEAMSTERS LOCAL 2010

Skilled Crafts Unit



**MARCH 29, 2017**

**THROUGH**

**MARCH 31, 2022**

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**ARTICLE 1  
RECOGNITION**

A. This Agreement, effective March 29, 2017, is entered into between The Regents of the University of California, a corporation, referred to hereinafter as the "University," and Teamsters Local 2010, referred to hereinafter as the "Union." The University recognizes the Teamsters Local 2010, which was certified by the Public Employment Relations Board (PERB) on February 3, 2016, as the exclusive bargaining agent for matters within the scope of representation for the following classifications of UCSD employees, excluding those classes and/or employees designated as managerial, supervisory and confidential (as defined in HEERA).

<u>TITLE CODE</u>	<u>WORKING TITLE</u>
8105	Lead Painter
8106	Painter
8109	Lead Carpenter
8110	Carpenter
8122	Lead Maintenance Mechanic
8123	Maintenance Mechanic
8125	Lead Sheetmetal Worker
8126	Sheetmetal Worker
8137	Lead Electrician
8138	Electrician
8189	Lead Elevator Mechanic
8188	Elevator Mechanic
8230	Lead Systems Operator
8231	Systems Operator
8257	Lead Plumber
8258	Plumber
8265	Lead Locksmith
8266	Locksmith
8275	Lead Central Utilities Plant Operator
8274	Central Utilities Plant Operator
7783	Lead High Voltage Electrician
8154	High Voltage Electrician
8192	Lead Pipefitter/Steamfitter
8193	Pipefitter/Steamfitter
8254	Lead Air Conditioning/Refrigeration Mechanic
8227	Air Conditioning/ Refrigeration Mechanic
8165	Lead Maintenance_ (A)
8164	Lead Maintenance_ (B)
8102	Irrigation Mechanic
8139	Apprentice Electrician
8127	Apprentice Sheet Metal Worker

8111	Apprentice Carpenter
8262	Apprentice Locksmith
8107	Apprentice Painter
8268	Apprentice Elevator Mechanic
8259	Apprentice Plumber
8250	Apprentice Systems Operator
8289	Apprentice Central Utility Operator
	Apprentice Pipefitter/Steamfitter
	Apprentice Air Conditioning/Refrigeration Mechanic

## **ARTICLE 2**

### **OUT OF CLASSIFICATION ASSIGNMENT/CLASSIFICATION REVIEW**

- A. The University may temporarily assign an employee to a position in a class different from that of his/her normal appointment. An employee who is temporarily assigned to perform all the duties on a full-time basis of a position in a higher classification for a period of fifteen (15) consecutive working days or more shall be paid at the rate of the higher class, for all hours worked in the out of classification assignment.
  
- B. An employee who is temporarily assigned to perform the duties of a position in a class with the same or lower salary rate than the employee's regular appointment shall continue to receive the employee's regular rate of pay.
  
- C. The University utilizes Series and Classification Concepts for job classifications within the Skilled Crafts unit. The Series and Classification Concepts include information about the duties found in a job title, factors that influence the level at which a position is classified, and general qualifications for an employee assigned to a particular job classification.
  
- D. An employee may request, in writing, a review of the classification of his or her position. The University will inform employees of the process for requesting a reclassification. The review shall be based on the employee's job description, as approved by the employee's supervisor, and the Series Classification and Concepts.
  
- E. The Union may provide input concerning a reclassification request(s) which may be discussed at a Labor-Management Relations meeting (pursuant to the provisions of Article 33 of this Agreement).

### **ARTICLE 3 DEFINITIONS**

A. Break in Service

A break in service is any separation from employment status. In addition, a break in service occurs, effective the last day on pay status, whether or not a separation form is submitted, when an employee is off pay status for four (4) complete, consecutive calendar months without an approved leave without pay, furlough, or temporary layoff. A return to pay status from an approved leave without pay, furlough or temporary layoff, during a period of right to recall and preference for reemployment, or on the next working day following a separation, is not a break in service.

B. Address of Record

It shall be the responsibility of each employee to inform the University in writing or through the At Your Service website of his/her current home address and of any change in such address, and the information so provided shall constitute “the employee’s last known home address.”

C. Seniority

1. As used in Article 18, Layoff and Reduction in Time, seniority is defined as an employee’s most recent hire date in a staff career position.
2. As used in Article 9, Overtime and Article 14, Vacation, seniority is defined as time in the classification in a shop or work location.
3. As used in Article 11, Promotions/Transfers, seniority is defined as bargaining unit seniority for Inter-Departmental Transfers and departmental bargaining unit seniority for Intra-Departmental Transfers and Promotions.

D. Rates of Pay

1. Base rate of pay is the amount as listed in Article 43 - Wages.
2. Regular hourly rate of pay is the employee’s base rate of pay plus any shift differential and any Specialty Assignment pay.

E. Classifications

The term “classification” shall refer to the job title and title code listed in Article 1, Recognition.

F. Day

Unless otherwise indicated herein, the term “day” shall refer to a calendar day.

**ARTICLE 4  
MANAGEMENT RIGHTS**

- A. The University, unless expressly limited by the Agreement, retains solely and exclusively all rights, functions, powers, and authority to manage the operations of the University and to direct the workforce including but not limited to the right to:
1. Establish the University's missions, programs, objectives, activities and priorities.
  2. Plan, direct and control the use of resources, to achieve the University's missions, programs, objectives, activities and priorities.
  3. Develop, implement, and administer affirmative action programs.
  4. Establish, modify and administer procedures, rules and regulations, and determine the methods and means by which operations are to be carried on.
  5. Introduce new or improved methods, programs, equipment or facilities, or change or eliminate existing methods, programs, equipment or facilities.
  6. Determine the location or relocation, reorganization, or discontinuance of operations.
  7. Determine where employees shall work.
  8. Determine and modify job classifications and job descriptions.
  9. Assign work, schedule days and hours of work including overtime.
  10. Establish the size, composition and qualifications of the workforce.
  11. Recruit, hire, assign, direct, develop, promote, transfer, demote or layoff casual, career, or probationary employees.
  12. Establish, modify and enforce standards of performance, conduct and safety for employees.
  13. Maintain safety in its operations.
  14. Grant and determine the basis for special awards.
- B. The above enumeration of management rights is not all-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 a right by management shall not be construed to mean any right is waived.
- C. No action taken by the University with respect to the above-enumerated rights shall be subject to Article 21, Grievance Procedure or Article 22, Arbitration Procedure of this Agreement, or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.
- D. While the above-enumerated rights shall not be subject to meeting and conferring during the term of this Agreement or any extension thereof, the University agrees to meet upon request with the Union to discuss the exercise of these rights so that the University may consider the Union's information and views.



**ARTICLE 5  
NONDISCRIMINATION IN EMPLOYMENT**

- A. Within the limits imposed by law or University regulations, the University, in the application of the provisions of this Agreement, shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, gender, gender expression or gender identity, pregnancy, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), status as a covered veteran, service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994), age, or citizenship.
- B. The University shall not discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation.
- C. The University shall not retaliate against any employee or person seeking employment for bringing a complaint of discrimination or harassment, including retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in any manner in an investigation or resolution of a complaint of discrimination or harassment. Retaliation includes threats, intimidation, reprisals, and/or adverse actions related to employment.
- D. Allegations that this Article has been violated by the University, shall be grievable and/or arbitrable only when pertaining to an alleged discriminatory application of another provision of the Agreement that is grievable and/or arbitrable.

**ARTICLE 6  
PROBATIONARY PERIOD**

All new career employees shall serve a probationary period of six (6) calendar months of continuous service of one-half (1/2) time or more without a break in services. Time on leave with or without pay is not qualifying service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Prior to the completion of the probationary period, an employee may be released at the discretion of the University and without recourse to Article 21, Grievance Procedure or Article 22, Arbitration Procedure of this Agreement.

**ARTICLE 7  
POSITIONS AND APPOINTMENTS**

- A. Career Appointments  
Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time, and are expected to continue for one (1) year or longer.

B. Limited Appointments

1. Limited Appointments are established at any percentage of time, fixed or variable, and are not expected to continue for more than one thousand (1,000) hours in a twelve (12) month period.
2. Limited appointees shall not normally be hired instead of career employees.
3. Except as provided below, in the event that an employee with a limited appointment attains one thousand (1,000) hours of qualifying service within a twelve (12) month period, without a break in service of at least one hundred twenty (120) consecutive calendar days, the incumbent shall convert to career status at least fifty percent (50%) time upon reaching the one thousand (1,000) hour threshold.
  - a. Qualifying service includes all time on pay status in one or more limited appointments. Pay status shall not include on-call or overtime hours.
  - b. Such conversion to career status 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) hours of qualifying service.
  - d. Employees who have been serving in a limited appointment who then converted to a career appointment, shall receive three (3) months service credit toward the completion of the probationary period, provided the credited time was served in the same position/classification prior to the career appointment.
4. Conversion to career status, as provided in Section 3, above, shall not occur when:
  - a. the employee is hired as a replacement for another person who is on an extended leave; 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 (1) time” funding, of eighteen (18) months or less; or
  - d. the employee was hired specifically to work on a short-term project lasting no more than one (1) year.

5. Employees in limited appointments may be terminated or have their time reduced at the sole discretion of the University without recourse to Article 21, Grievance Procedure or Article 22, Arbitration Procedure of this Agreement

## **ARTICLE 8 HOURS OF WORK**

### **A. Work Schedule**

1. The workweek for employees shall be from 12:01 a.m. Sunday morning to 11:59 p.m. the following Saturday. Workweeks beginning and ending on a day other than the above may be scheduled by the University.
2. The standard work schedule for full-time employees shall be forty (40) hours per workweek, normally scheduled in shifts of either eight (8) or ten (10) hours, excluding a meal period, except for employees in continuous operations whose workweek may be altered to accommodate regular rotation changes in shifts.

### **B. Alternate Work Schedules**

1. The University and Teamsters Local 2010 will review the feasibility of implementing alternate work schedules in those work units in which employees have indicated an interest in such schedules.
2. Nothing in this Section B. shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

### **C. Meal Periods**

1. Employees shall be permitted to take a meal period not to exceed thirty (30) minutes scheduled at or near the middle of the shift. Such meal period shall not count as time worked nor time on pay status.
2. An employee who is required to return to work during a scheduled meal period and whose meal period is not rescheduled shall be paid for the meal period.
3. An employee required to stand watch and remain on the job at their work station for their full shift period shall be permitted to take a meal period, not to exceed thirty (30) minutes, when and as their duties permit. Such meal period shall be counted as time worked.
4. An employee, except a watch stander, who works a period of six (6) continuous hours or more from the last scheduled meal period, shall be permitted to take a meal period not to exceed thirty (30) minutes, if conditions permit.

5. The University agrees to reimburse employees who are traveling on official University business for meals, under the same terms and conditions as provided to non-represented staff employees who are not managerial, supervisory or confidential.

D. Notice of Work Schedule

All work schedules showing employees' work shifts shall be prepared in written form and normally posted ninety (90) days in advance of the scheduled shift. Employees shall be notified of changes in work schedules at least ten (10) working days in advance except for emergencies and/or to meet unusual operational requirements.

E. Rest Periods

1. A rest period not to exceed fifteen (15) minutes may be granted to employees for each half shift worked. Rest periods should, when possible, be taken at or near the midpoint of the shift.
2. The rest period 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.

F. Clean Up Time

1. Employees shall be permitted a fifteen (15) minute clean up period at the end of each work shift, which shall include timekeeping duties.
2. A longer clean up period shall be granted when necessary upon the approval of the designated supervisor to employees whose job involves excessive contact with dirty or greasy tools, objects, or equipment.

G. Trading of Shifts

An employee may trade shifts only upon written request and approval of supervisor.

H. Premium Pay

1. Call-Back Time

- a. Call-back refers only to those instances when an employee is ordered back to work without prior notice or in those instances when prior notice is given but the work begins at least three (3) hours after the completion of the regular work schedule.
- b. An employee who is called back shall receive credit for a minimum of four (4) hours compensation at the employee's straight time rate of pay.

2. On-Call

On-call is time during which an employee is not required to be at the work location or at the employee's residence but is required to restrict activities and be available for return to work. An employee placed on-call shall be compensated at twenty-five (25) percent of their hourly rate for each hour on call. If called to work, the time actually

worked is regular time or overtime as appropriate. An employee in on-call status is not eligible for minimum call-back payments.

3. Off-Shift Call and Text

An employee who is contacted off work hours to provide telephone support, subject to supervisor approval, shall be paid a minimum of one (1) hour of their hourly rate, subject to Article 9, Overtime, for the initial call or text. Thereafter, for subsequent calls taken on the same shift and/or day, the employee shall be paid for the actual time worked in fifteen (15) minute increments. This shall be treated as hours worked for all purposes under this agreement.

4. Time off Between Shifts

Each Maintenance Systems Operator, Maintenance Mechanic, and Central Utilities Plant Operator shall normally have a minimum of twelve (12) hours off before the start of his/her next regularly scheduled shift. When an employee has less than twelve (12) hours off between such shifts, e.g., an employee who changes from the day shift to the graveyard shift because the employee is changing from an assigned shift to another assigned shift, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked within the twelve (12) hours between the old and new assigned shift (e.g., an employee who has only seven and one-half (7 1/2) hours off between such shifts shall be paid one and one-half (1 1/2) times the regular hourly rate for the first four and one-half (4 1/2) hours of the shift).

- I. When operationally feasible, assignment to a Watch Stander position shall be made by first asking for volunteers. If there are no volunteers, the assignment shall be made by inverse seniority.

**ARTICLE 9  
OVERTIME**

A. Definition

Overtime shall be defined as those hours which are worked by an employee in excess of eight (8) hours in one (1) day (or regularly assigned shift) or forty (40) hours in one (1) week. For example, employees assigned a shift comprised of a four (4) day work week containing four (4) ten (10) hour work days shall be paid time and one half for all hours actually worked in excess of ten (10) hours per day or forty (40) hours per week.

Holiday(s), vacation day(s), jury duty or witness leave, and day(s) on compensatory time off shall be included as hours worked for the purpose of determining those hours worked in excess of forty (40) hours in one (1) week.

B. Compensation

All hours worked over eight (8) hours in one (1) day or forty (40) hours in any one (1) week shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. Shift differentials shall be included in the regular hourly rate of pay.

Unless the employee and the University agree otherwise, overtime will be paid. An employee may, upon hire and thereafter during the months of January and June, file a written indication of preference for either compensatory time off or pay with her/his immediate supervisor. The University shall grant the preference indicated. If no preference is indicated to the department in the annual January and June periods for changes, the employee's previous election shall continue.

No more than one hundred twenty (120) hours of overtime which require compensation at the time and one-half (1/2) rate (that is, one hundred eighty (180) hours of compensatory time off) may be accumulated. An employee shall be paid for hours of overtime which exceed this limit.

C. Scheduling Compensatory Time Off

Compensatory time off shall be scheduled by the Department Head and taken within two (2) six (6) month bank periods (January 1 - June 30; July 1-December 31). Banked compensatory time off which is not paid or scheduled within the banked period in which it is earned or the banked period following that in which it is earned shall be paid in the next regularly scheduled pay period.

When compensatory time off is taken or paid, it is compensated at the employee's current rate of pay. However, upon separation from employment, compensatory time off accrued at the time and a half rate shall be paid at the employee's current rate of pay or at the employee's average rate of pay for the last three (3) years, whichever is higher.

Employees may request use of compensatory time off; such requests will be granted subject to the operational needs of the University. Use of compensatory time off requires prior approval in accordance with departmental policy. The University may require employees to take compensatory time off.

Any accrued compensatory time off shall be paid to the employee when the employee leaves the bargaining unit, but remains employed by the University.

The compensatory time off provisions of this Agreement shall not apply to watch standers.

D. Scheduling of Overtime

As soon as practicable after the University decides the need for overtime or additional work, the University shall notify the employee(s) it selects that overtime must be worked or that the employee must work beyond his/her regularly assigned shift. An employee may be permitted to decline such assignments under special circumstances. However, wherever it is necessary to meet the operational requirements of the University, the University shall have the right to require the performance of such work, including requiring employees to remain at work after conclusion of their shift until relief is available. If an employee is ordered to work planned overtime and if the employee has received less than twenty-four (24) hours advance notice, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for any such hours worked.

E. Distribution of Overtime

1. Overtime shall be assigned based upon the employee's ability to perform the work and operational needs of the University. The University shall post a monthly and year-to-date record of overtime distribution in each shop or work location.

2. Planned Overtime

To the extent possible, in accordance with the provisions of section E.1., planned overtime shall be offered to the most senior employee, then the next most senior and so on, until all employees in the shop or work location have been offered overtime, at which time, the most senior employee is again offered an overtime assignment. For the purpose of this section, seniority shall be based on the employee's time in the classification in a shop or work location.

F. No Pyramiding of Overtime

There shall be no compounding/pyramiding of overtime payments.

G. Overtime Meals

When an employee's regularly assigned shift is extended more than three (3) hours, and that period extends past the employee's regular meal time, he/she shall be reimbursed for actual meal expenses up to a maximum of ten dollars (\$10.00). A person who has been called in to work overtime, or works planned overtime, is not entitled to be paid for a meal, even though this overtime requires him/her to work past a regular meal time.

**ARTICLE 10  
PERFORMANCE EVALUATION**

- A. Performance Evaluation is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of his/her duties. The performance evaluation is not in and of itself a disciplinary procedure.
- B. The performance of each career employee shall be evaluated at least once a year, in accordance with a process established by the University. Performance evaluations shall be placed in the employee's personnel file.
- C. If an employee does not receive an evaluation of performance as provided in the above section, he/she may request that an evaluation be done. Upon request, a performance evaluation shall be provided within thirty (30) calendar days. Time limits may be extended by mutual agreement of the parties. If not provided, there shall be a rebuttable presumption that the employee performed satisfactorily.

- D. Disputes arising from this Article may be reviewed under the Grievance Procedure of this Agreement, Article 21, but shall not be subject to the Arbitration Procedure, Article 22, of this Agreement.
- E. The employee may be permitted to have his/her Shop Steward present at his/her annual Performance Evaluation meeting upon request by the employee.

**ARTICLE 11**  
**PROMOTIONS/TRANSFERS**

A. Definitions

1. A “transfer” is the change of an employee from one position to another which is in a classification having the same salary range maximum.
2. A “promotion” is the change of an employee from one position to another position which is in a classification having a higher salary range maximum.
3. A position “vacancy” exists when the University determines that there is an open, active position for which recruitment is to be undertaken.

B. Recruitment

When any vacancy or new career position is available it shall be made known to employees via an electronic recruitment system or other means employed by the University. The University may limit the recruitment to internal applicants.

C. Selection

The University shall have responsibility for the selection of an individual to fill a vacant position. To assist in making such selections, the University may, from time to time, seek the input of bargaining unit employees from the trade being recruited or bargaining unit employees who participate on Interview Panels, if any.

D. Promotions

Employees desiring to compete for promotional opportunities shall meet the minimum qualifications for the position or classification in which they are interested. The applicant(s) (internal or external) judged to be best qualified for open position(s) will be selected for those positions. In those cases where qualifications are essentially equal, departmental bargaining unit seniority will be the factor for selection provided that affirmative action guidelines have been met.



E. Intra-Departmental Transfers

If an opening within another area of an employee's current department of assignment is posted, any qualified employee may request in writing via e-mail to the supervisor by the posting deadline, a lateral transfer to that area. If an employee requests such a transfer and possesses the skills and other qualifications required, the transfer will be effected. A job application or background check (Live Scan or equivalent) will not be required. In those cases where qualifications are essentially equal, departmental bargaining unit seniority will be the factor for selection if Office of Federal Contract Compliance Programs (OFCCP) guidelines have been met. The above process will be followed until any and all positions have been filled. Any open position, which results from such a transfer, will then be posted. This internal process may run concurrently with the standard external recruitment process for department vacancies, however, all internal transfers will be determined prior to offering a position to an external candidate.

F. Inter-Departmental Transfers

Employees who desire to compete for lateral transfer opportunities to a position in another department shall apply on the open requisition and meet the minimum qualifications for the position or classification in which they are interested. Employees who meet the minimum qualifications for the position or classification shall be interviewed by the department. The applicant(s) (internal or external) judged to be best qualified for open position(s) will be selected for those positions. In those cases where qualifications are essentially equal, the University shall first consider providing transfer opportunities to qualified career employee applicants, including considering their work performance history and experience. A background check (Live Scan or equivalent) may be required in the following circumstances: a background check will be required when an applicant has no current background check on file or the applicant is applying to a position at the medical center. Among qualified career employee applicants whose qualifications are essentially equal, bargaining unit seniority will be the factor for selection provided that OFCCP guidelines have been met.

G. Interviews

Employees who are scheduled for a job interview for positions at UCSD shall be granted reasonable time off with pay as determined by the University, if the interview has been scheduled during the employee's scheduled work time.

H. Disputes

Disputes arising from this Article may only be reviewed under the Grievance Procedure of this Agreement, Article 21, but shall not be subject to the Arbitration Procedure, Article 22, of this Agreement.

I. Inter-Campus Transfers

Bargaining unit employees who transfer to another UC campus are deemed to be continuing their employment with the University of California. Upon request from a transferring employee, UCSD will provide assistance with the transfer of accrued vacation, sick leave and UCRP benefits if applicable, in accordance with University policies.

**ARTICLE 12**

## HOLIDAYS

Employees are eligible for holiday pay in accordance with the nature of their appointments and their periods on pay status during the month in which the holiday occurs.

### A. Eligibility for Holiday Pay

1. A full-time employee in a career position shall receive holiday pay if on pay status on the employee's last scheduled workday before the holiday and on the first scheduled workday following the holiday.
2. In addition, a full-time employee in a career position shall receive holiday pay in accordance with the following:
  - a. A new and rehired full-time employee shall receive pay for any holiday immediately preceding the employee's first day of work provided the holiday is the first working day(s) of the month.
  - b. A continuing full-time employee who is on approved leave without pay, temporary layoff, or furlough for a period of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday occurring in that period.
  - c. A terminating full-time employee shall receive pay for any holiday immediately following the employee's last day of work provided the holiday is the last working day(s) of the month.
3. No employee shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence or a suspension for disciplinary reasons.
4. A full-time employee in a limited appointment position and any part-time employee shall receive holiday pay in accordance with the following table except that holiday pay is not granted for a holiday that occurs before the first day of work for a new or rehired employee, or after the last day of work for a terminating employee.

<p style="text-align: center;"><b>HOLIDAY PAY FOR FULL-TIME LIMITED APPOINTMENT AND PART-TIME EMPLOYEES</b></p>
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Number of Hours on Pay Status**					Percent of Time on Pay	Hours of Holiday Pay***
144 Hour* Month	152* Hour Month	160* Hour Month	168* Hour Month	176* Hour Month		
0 - 71	0 - 75	0 - 79	0 - 83	0 - 87	-	0
72 - 81	76 - 85	80 - 89	84 - 94	88 - 98	50 - 56	4
82 - 99	86 - 104	90 - 109	95 - 115	99 - 120	57 - 68	5
100 - 117	105 - 123	110 - 129	116 - 136	121 - 142	69 - 80	6
118 - 135	124 - 142	130 - 149	137 - 157	143 - 164	81 - 93	7
136 - 144	143 - 152	150 - 160	158 - 168	165 - 176	94 - 100	8

\* Paid hours, excluding holiday hours.

\*\* An employee appointed on a percent of time basis earns in accordance with the appointment, provided the employee is not off pay status during the month.

\*\*\* When more than one holiday occurs in a month, multiply the Hours of Holiday Pay by the number of holidays for which the employee is eligible in the month to determine the total holiday hours with pay.

**B. Holidays Observed**

The following days shall be granted as holidays:

- Memorial Day
- Independence Day
- Administrative Holiday (to be celebrated as Caesar Chavez Day on the last Friday in March)
- Labor Day
- Thanksgiving
- Day after Thanksgiving (or an announced equivalent)
- Christmas Eve (or an announced equivalent)
- Christmas Day
- New Year's Eve (or an announced equivalent)
- New Year's Day
- Martin Luther King, Jr. Day
- President's Day (or an announced equivalent)
- Veteran's Day

Holidays are considered to extend over a twenty-four (24) hour period, but no employee may receive more than eight (8) hours of holiday pay for each holiday.

**C. Holidays On Saturday And Sunday**

When a holiday falls on a Sunday, the following Monday is observed as a holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday unless an alternative day is designated by the President of the University.

**D. Compensation for Holiday Work**

When an employee's work schedule requires him/her to work on an observed holiday, the employee shall be paid at the rate of time and one-half (1 1/2) of their regular rate of pay, for actual hours worked including any shift differential. In addition, the employee receives eight (8) hours of holiday pay at the regular straight-time rate, including any shift differential. Holiday pay as used in this section is not considered as hours worked for the purposes of determining overtime.

E. Alternate Full-Time Work Schedule

An employee on an alternate full-time work schedule is entitled to the same number of holidays and the same number of paid holiday hours as are granted to regularly scheduled employees. An employee whose regular day off falls on a holiday observed by the University receives either another day off or holiday pay. Holiday pay is not considered as hours worked for the purpose of determining overtime. If another day off is granted in lieu of holiday pay, such day off will be considered as hours worked in the week in which it is taken, in accordance with Article 9, Overtime, Section A.

F. Special or Religious Holidays

An employee may observe a special or religious holiday, provided work schedules permit and provided that the time off is charged to accrued vacation, accrued overtime, or is without pay.

**ARTICLE 13  
SICK LEAVE**

A. Sick leave is provided to continue the salary of career, probationary, limited appointment and part time employees who would otherwise be on pay status but are unable to work because of illness or disability. Sick leave is also provided for medical appointments, and in the event of death or illness of a family member.

B. A Sick leave accrual period is defined as two (2) consecutive bi-weekly pay periods.

C. Factored Leave Accrual Rate

Sick leave accrues at the factored rate of 0.046154 hours per hour on pay status, including paid holiday hours.

Factor Accrual System - Biweekly Pay Cycle

Years of Qualifying Service	Average Sick Accruals per Month	Sick Accrual Factor per Hour	Total Working Hours*	Sick Accrual: Monthly Equivalent
Less than 10	8	.046154	160-hours (2 Bi-weekly Period)	7.3846
			240-hours (3 Bi-weekly period)	11.0770
10 but less than 15	8	.046154	160-hours (2 Bi-weekly Period)	7.3846
			240-hours (3 Bi-weekly period)	11.0770
15 but less than 20	8	.046154	160-hours (2 Bi-weekly Period)	7.3846
			240-hours (3 Bi-weekly period)	11.0770
20 or more	8	.046154	160-hours (2 Bi-weekly Period)	7.3846
			240-hours (3 Bi-weekly period)	11.0770

\*Hours on pay status, including paid holiday hours

D. Eligibility

An employee shall accrue full or proportionate sick leave credit for a sick leave accrual period in accordance with Factor Leave Table. The following criteria shall apply:

1. An employee must be on pay status at least one-half (1/2) the working hours of the sick leave accrual period to accrue sick leave for that accrual period.
2. Sick leave shall accrue during leave with pay.
3. Sick leave for each sick leave accrual period shall accrue at the end of the sick leave accrual period, except that an eligible terminating employee shall accrue proportionate sick leave through the last day on pay status.
4. Sick leave shall not accrue for time on pay status in excess of forty (40) hours in any workweek.

5. There is no maximum on the amount of sick leave that may be accrued.
6. A full-time career employee who is on approved leave without pay accrues full sick leave credit for that sick leave accrual period provided the employee is on pay status at least one-half (1/2) the working hours of the accrual period.

E. Use of Sick Leave

An employee shall be permitted to use accrued sick leave as provided below:

1. An employee shall not use sick leave prior to the time it is accrued.
2. An employee shall not use accrued sick leave beyond a predetermined date of separation, including retirement or layoff, or any leave without pay.
3. Proof of illness or disability may be required from an employee when a pattern of abuse is confirmed by the supervisor. When a request for proof of illness or disability is to be made, the supervisor shall seek approval from a designated University manager. The employee involved shall be notified by the appropriate supervisor or manager in writing as soon as practicable of this sick leave restriction/requirement. The notice shall include the duration of the restriction/requirement and the reason(s) for the restriction.
4. The use of accrued sick leave is allowed for pregnancy-related illnesses or disabilities as in the case of other illnesses, but not beyond a predetermined date of separation or leave without pay.
5. In addition to use of sick leave as stated in 4. above, a pregnant employee on approved leave without pay on the date of pregnancy disability is entitled to use accrued sick leave beginning on the date of pregnancy disability and continuing through the period that she is physically unable to perform the normal duties of her job.
6. An employee shall be permitted to use not more than thirty (30) days of accrued sick leave in any calendar year when required to be in attendance or to provide care, because of the serious illness of the employee's mother, father, spouse, son, daughter, brother or sister, or of any other related person who is residing in the employee's household.
7. An employee who becomes ill while on vacation shall be permitted to use accrued sick leave if that employee is under the care of a physician and submits a physician's statement, but may not use accrued sick leave in the event of illness of a family member.
8. An employee shall be permitted to use not more than five (5) days of accrued sick leave when that employee's attendance is required due to the death of the employee's mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandparent, or any other related person who is residing in the employee's household.

9. An employee who has accrued sick leave but who is presently employed less than one-half (1/2) time may use accrued sick leave, but not in excess of that employee's present scheduled hours of work for any day.

F. Provisions

An employee who is transferred, promoted, or demoted from one University position to another University position in which sick leave accrues, shall have the sick leave transferred, unless prohibited by the terms and conditions of employment of the position to which transferred. An employee who is transferred, promoted, demoted to a position in which sick leave does not accrue shall not have prior sick leave transferred. However, if the employee later transfers to a position in which sick leave accrues, the previously accrued sick leave shall be reinstated.

- G. An employee who is reemployed after a break in service of less than fifteen (15) calendar days shall have all sick leave from prior service reinstated.

- H. An employee who is reemployed after a break in service of fifteen (15) calendar days or more but less than six (6) months shall have accrued sick leave from prior service not in excess of eighty (80) hours reinstated.

- I. State of California service is included as University service for the purpose of applying paragraphs H. and I. above.

J. Catastrophic Leave

Employees in this unit are eligible to participate in the University's catastrophic leave program to the same extent possible and under the same conditions as normally provided to non-represented staff employees who are not managerial, supervisorial or confidential.

**ARTICLE 14  
VACATION**

A. Vacation Credit

Vacation credit for eligible employees is earned each vacation accrual period (two consecutive bi-weekly pay periods) based on the number of hours on pay status for that vacation accrual period at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half (1/2) the working hours of a vacation accrual period to earn vacation credit for that period.

B. Rate of Earning Vacation

Vacation credit shall be earned by an eligible employee beginning the first day of the vacation accrual period during which the required qualifying service is completed, at the following rates:

**Factor Leave Table**

Years of Qualifying Service	Average Vacation Earned per Month*	Vacation Earned Per Hour on Pay Status**	Total Working Hours	Vacation Earned: Monthly Equivalent	Approximate Days Per Year*	Maximum Accumulated Balance
Less than 10	10	.057692	160-hours (2 Bi-weekly Period)	9.2307	15 days	240 hours
			240-hours (3 Bi-weekly Period)	13.8461		
10 but less than 15	12	.069231	160-hours (2 Bi-weekly Period)	11.0770	18 days	288 hours
			240-hours (3 Bi-weekly Period)	16.6154		
15 but less than 20	14	.080769	160-hours (2 Bi-weekly Period)	12.9230	21 days	336 hours
			240-hours (3 Bi-weekly Period)	19.3486		
20 or more	16	.092308	160-hours (2 Bi-weekly Period)	14.7693	24 days	384 hours
			240-hours (3 Bi-weekly Period)	22.1539		
*Full time Rate						

\*\*Hours on pay status, including paid holiday hours.

1. At the average rate of ten (10) hours per month for an employee who has rendered less than ten (10) years of qualifying service;
2. At the average rate of twelve (12) hours per month for an employee who has rendered at least ten (10) but less than fifteen (15) years of qualifying service;
3. At the average rate of fourteen (14) hours per month for an employee who has



rendered at least fifteen (15) but less than twenty (20) years of qualifying service; and

4. At the average rate of sixteen (16) hours per month for an employee who has rendered twenty (20) years or more of qualifying service.

C. Qualifying Service to Determine Rate of Vacation

Qualifying service to determine the rate of vacation credit shall be calculated as follows:

1. A month of service at one-half (1/2) time or more is a month of qualifying service. Service prior to January 1, 1972, shall be included in determining length of service, but increased vacation benefits resulting from the change from full-time equivalent service to service at one-half (1/2) time or more shall apply only to vacation credit earned after January 1, 1972.
2. Payment for service must have been made by the University or the State of California.
3. Time on military leave from the University or the State of California is included.
4. Service need not be continuous.

D. Eligibility to Earn Vacation

An employee appointed at fifty (50) percent or more of full-time for a period of six (6) months or more is eligible to earn vacation from the date of the appointment. An employee who is not eligible to earn vacation by the nature of the appointment becomes eligible to earn vacation after six (6) continuous months in pay status at fifty (50) percent or more and shall then be credited with vacation for the six (6) month period.

E. Waiting Period to Take Vacation

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

- F. An eligible employee who was employed from the State of California service following completion of six (6) months of State service at one-half (1/2) time or more shall not serve another waiting period if the change did not involve a break in employment of more than fifteen (15) calendar days.

- G. An eligible re-employed person who previously completed the required waiting period may use vacation credit without serving another waiting period, provided the break in service is less than six (6) months.

H. Accrual of Vacation

An employee shall accrue full or proportionate vacation credit for a vacation accrual period, in accordance with the Vacation Factor Leave Table shown in Section B above. The following criteria shall apply:

1. Vacation credit shall accrue during leave with pay.
2. Vacation credit for each vacation accrual period shall accrue at the end of the period,

except that an eligible separating employee accrues proportionate vacation through the last day on pay status.

3. A full-time career employee who is on approved leave without pay receives full vacation credit for that vacation accrual period provided the employee is on pay status at least one-half (1/2) the working hours of the accrual period.
4. Vacation credit shall not accrue for time on pay status in excess of the full-time working hours in a vacation accrual period.
5. A full-time employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate. A part-time employee shall accrue vacation credit to the same maximum number of hours as a full-time employee with comparable years of service.

#### I. Scheduling of Vacation

Vacation leave shall be subject to supervisor approval and scheduled to meet the operational requirements of the University and in accordance with the following:

1. Vacation credit shall not be used prior to the time it is accrued.
2. Absence for illness, disability, or personal reasons may be charged to vacation.
3. Upon request, an employee shall be granted vacation before the employee's accrued credit reaches the maximum which the employee can accumulate.
4. An employee shall not be paid for vacation for the same period that the employee is working and on pay status in the employee's present position, or any other position paid by University funds (see exception in paragraph J.2. below).
5. Vacation schedules shall be established on the basis of seniority in an employee's classification and in a shop or work location. Vacation requests may be submitted by an employee in the month of March for vacations to be taken between April 1 and September 30 of that same calendar year. Vacation requests submitted after March 31 shall be reviewed on a "first-come, first-served" basis. Vacation requests may also be submitted in the month of September for vacations to be taken from October 1 of the same calendar year through March 31 of the next calendar year. Exceptions to these vacation requests may be granted to an employee who has made or wishes to make long-term vacation plans.

By mutual agreement of the parties, a department or unit within a department may allow employees to schedule vacation four (4) times per year, as determined by the department(s). When the parties agree upon vacation scheduling for a department or unit within a department, the implementation of the schedule may be discussed at a Labor-Management Relations meeting.

6. An employee may split his/her vacation time, but preference according to seniority shall

only apply to one of the two requests for vacation in that calendar year.

7. Occasional unscheduled vacation days may be granted subject to the operational requirements of the University, and provided that they are requested at least five (5) working days in advance.
8. Emergency vacation days may be granted at the discretion of the supervisor. The request for emergency vacation shall be requested either orally or in writing through the immediate supervisor, and may be reviewed by a designated University manager. Verification of the emergency may be required, and if required, shall be submitted to the designated University manager prior to payment.
9. Vacation schedules shall be posted in each shop or work location.

J. Transfer of Vacation

1. An employee who is transferred, promoted, or demoted from one University position to another University position or funding source in which the employee will accrue vacation credit shall have vacation credit transferred.
2. An employee who is transferred, promoted, or demoted to another University position in which the employee will not be eligible to accrue vacation credit or who is transferred to or from Department of Energy contracts shall be paid for accrued vacation.

K. Terminal Vacation Pay

An eligible employee who separates from University employment or who is granted extended military leave shall be paid for vacation credit accrued through the employee's last day of work. The effective date of separation shall be the last day of work, except that an employee who is retiring may use vacation up to the effective date of retirement.

## **ARTICLE 15 MILITARY LEAVE**

A. General Provisions

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.

Military Caregiver Leave is an additional type of Family Care and Medical Leave available to eligible employees, as used in Article 16, Leaves of Absence.

B. Eligibility for Pay and Benefits

1. General Conditions and Eligibility. An employee granted 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:
  - a. the employee has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior military service shall be included in calculating this University service requirement); and
  - b. such payment for 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 one (1) fiscal year.
2. 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.
3. Ineligible Employee. An employee not eligible for military leave pay may have such absence charged to accrued vacation or the military leave may be without pay.
4. Monthly/Weekly Drills. Paid leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills. However, unpaid leave may be granted for such meetings and drills or the employee may elect to use vacation.
5. 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 the 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, Article 13, Sick Leave and Article 12, Holidays. An employee on pay status shall receive regular benefits, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. 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 group insurance regulations.

C. 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 (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces), is ordered to full-time active

military duty for training for a period not to exceed one hundred eighty (180) days, including time spent traveling to and from such duty.

D. 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 at any length or for active-duty training in excess of one hundred eighty (180) days.

1. 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.
2. Service Credit and Benefits An employee granted extended military leave shall receive a lump-sum payment for earned salary, and accrued vacation. 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.
3. Sick Leave Sick leave credit shall be retained on the records.

E. Probationary Employee

1. 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.
2. 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.
3. 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.

F. Emergency National Guard Leave

1. 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 Guard leave, but shall be granted extended military leave as set forth in Section D.
2. Eligibility for Pay An employee granted military leave for emergency National Guard

duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (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 payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.

3. Service and 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, Article 13, Sick Leave, and Article 12, Holidays. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations.

G. Physical Examination

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

H. Reinstatement

Following release from military service, an employee shall have such right to return, and only such right, as may be required by State and Federal law in effect at the time the employee applied for reinstatement. Upon reinstatement, an employee shall receive salary increases applicable to the employee's position during the military leave as provided by the Agreement.

**ARTICLE 16**

## LEAVES OF ABSENCE

### A. General Provisions

In accordance with the provisions of this Article, Leaves of Absence, with or without pay, may be approved by the University. The parties agree to abide by applicable state and federal law.

#### 1. Definitions

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

#### 2. Pay Status

Periods on leave with pay shall be considered time worked, except as provided in Section D., Family and Medical Leave.

#### 3. Benefit Eligibility

- a. Periods of approved leave without pay are not counted as University service and shall not be considered a break in service.
- b. Except as provided for Pregnancy Disability Leave and Family and Medical Leave (see Sections C. and D. of this Article), 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 plans, 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

- c. If an employee is on leave without pay more than half a calendar month, sick leave, vacation, and seniority credit do not accrue.

4. Requests for Leave

Except as provided in Section D., Family and Medical Leave, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leave shall contain the requested beginning date, end date, estimated duration of the leave, and any additional information as required.

5. Duration

- a. The duration of the leave, commencement of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section D., Family and Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate.
- b. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months, or twelve (12) months, if extended, unless otherwise required by law.
- c. 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.

6. Return to Work

- a. Except as provided in Section C., Pregnancy Disability Leave, and Section D., Family and Medical Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six (6) calendar months or less, or twelve (12) months if extended, unless otherwise required by law. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been working when the position was abolished or affected by layoff.
- b. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job, if such failure to return exceeds five (5) consecutive working days of the anticipated return date.
- c. 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. The employee shall be advised in writing of his/her reinstatement rights, at the time the additional leave is granted.

**B. Personal Leave**

1. An employee in a career position may be granted a personal leave for the employee's convenience, subject to the operational needs and requirements of the University. In special situations, a personal leave for temporary employment outside the University may be approved provided that the outside work is in the interest of public service and/or will be beneficial to the University upon the employee's return.
2. A personal leave may also be granted for an extended illness or to care for a newborn or newly adopted child (see D.3.a.), need to provide care for members of the family, and education which will directly increase job effectiveness.
3. A Department Head may approve a personal leave for a period not in excess of six (6) months. The Chancellor, upon recommendation of a Department Head, may approve extension of a personal leave for a total leave of not more than twelve (12) months, unless otherwise required by law.

**C. Pregnancy Disability Leave**

1. An employee disabled on account of pregnancy, childbirth, or related medical conditions, is entitled to a Pregnancy Disability Leave in accordance with the provisions of this Article. Pregnancy Disability Leave may consist of leave with or without pay. The employee may elect to use as accrued sick leave, accrued vacation leave, and/or compensatory time off before taking leave without pay. The employee shall provide written notice of the need for leave as soon as she becomes aware of it and, at a minimum, thirty (30) days in advance if possible.
2. Certification
  - a. When an employee requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, in good faith, the University may, in its sole non-grievable discretion, require that the employee's request be supported by a 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: (1) a description of the requested accommodation or transfer, (2) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the need for the reasonable accommodation or transfer.
  - c. 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.

- d. The University may, at its sole non-grievable discretion, require that an employee returning to work immediately following Pregnancy Disability Leave provide a written medical release prior to returning to work.

### 3. Time Periods

- a. During the period when an employee is disabled because of verified pregnancy, childbirth, or related medical condition the employee is entitled to and the University shall grant a Pregnancy Disability leave of up to four (4) months for such purposes. Pregnancy Disability Leave may also be used for prenatal care. If the employee's pregnancy-related/childbearing medical disability continues beyond four (4) months, a personal leave of absence may be granted, for a total leave of absence not to exceed six (6) months, unless otherwise required by law.
- b. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act (FMLA), up to twelve (12) workweeks of such leave shall run concurrently under the PDDL and the FMLA. Additionally, the employee may also be entitled, if eligible, to up to twelve (12) workweeks of FML under the California Family Rights Act (CFRA) for any covered reason except pregnancy or a pregnancy-related medical condition provided the employee has not exhausted her CFRA leave entitlement for that leave year. When Parental Leave is granted under Section D., Family Medical Leave, the total of Parental Leave and Pregnancy Disability Leave, when combined, shall not exceed seven (7) months in the leave year.

### 4. Return from a Pregnancy/Disability Leave

An employee who has been granted a Pregnancy Disability Leave shall be returned to the same job provided the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided such return is within four (4) months of the date on which the Pregnancy Disability Leave commenced. If the same job was abolished during the leave, the employee shall be entitled to a comparable position if the employee would have been entitled to the comparable position if she had been continuously working. If a comparable position is not available on the employee's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the employee of the position(s). If the employee is reinstated within that sixty-day (60-day) period, the period between the employee's originally scheduled date of reinstatement and her actual date of reinstatement shall not be counted for purposes of any employee pay or benefits. An employee who is also granted Parental Bonding Leave under Section D., Family and Medical Leave, shall be returned to work in accordance with this Article.

### 5. Continuation of Health Benefits

An employee on Pregnancy Disability Leave shall be entitled to continue participation

in health plan coverage (medical, dental, and optical) as set forth in Section D.4.b. below, whether or not the Pregnancy Disability Leave also qualifies as FMLA under the FMLA. Other group insurance coverages and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

6. Transfer and Other Reasonable Accommodations as Alternatives to or in Addition to Pregnancy Disability Leave

- a. Transfer at the Request of the Employee. The University shall temporary transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee when such transfer is medically advisable according to the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the employee is also taking leave on a reduced work schedule or an intermittent leave schedule. When the employee's health care provider certifies that the transfer is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with Section D.4 of this Article.
- 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 take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole non-grievable discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of the alternative position. 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 the intermittent or reduced schedule leave shall be counted towards the employee's entitlement of four (4) months in any twelve (12) month period. 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 D.4 of this Article.
- c. Other Reasonable Accommodations. If the employee's health care provider certifies that reasonable accommodations other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the employee to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

7. Reduced Schedule/Intermittent Leave

When medically necessary, and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or on

an intermittent basis including absences of less than one (1) day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of up to four (4) months of Pregnancy Disability Leave per pregnancy.

D. Family and Medical Leave

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

2. Eligibility

Employees who have at least twelve (12) months of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement) and have worked at least one thousand two hundred fifty (1,250) hours (actual hours worked) during the twelve (12) month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of FML in a calendar year, except as otherwise provided in this Article.

3. Definitions

- a. Child, for the purpose of FML means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands *in loco parentis*, provided that the child is either under eighteen (18) years of age or incapable of self-care because of a mental or physical disability.
- b. A Parent, for the purpose of FML 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.
- c. Spouse means a partner in marriage or registered domestic partnership.
- d. Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- i. “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 her or him to the facility with the expectation that s/he 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.
  - ii. “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.
  - iii. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider, as defined below.
- e. Health care provider means an individual who is licensed in California, or is duly licensed in another State or jurisdiction, to hold either a physician's certificate, surgeon's certificate or an osteopathic physician's certificate, or who is duly licensed as a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), physician assistant, nurse practitioners or nurse midwife performing within the scope of their practice as defined under State law, a Christian Science practitioner or any health provider that the employee's plan carrier recognizes for purposes of payment.
  - f. Equivalent position is a position that has the same pay, benefits, and working conditions, including the same or substantially similar duties and responsibilities, which entail substantially equivalent skill, effort, responsibility, and authority.
  - g. One thousand two hundred fifty (1,250) hours of Actual Service means time actually spent at work and does not include any paid time off including, but not limited to, an employee's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on- call status. 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 one thousand two hundred fifty (1,250) actual hours of work requirement.
4. General Provisions
- a. Time Periods
    - 1. FML shall not exceed twelve (12) workweeks in a calendar year unless it is used for Pregnancy Disability Leave or Military Caregiver Leave. In the event University policy and/or State or Federal law result in a different date of commencement for this twelve (12) month period, the commencement

period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees. If the employee is taking FML as Pregnancy Disability Leave, the employee shall be eligible for FML for the period of actual disability up to four (4) months per pregnancy. If the employee is taking FML for Military Caregiver Leave, the employee shall be eligible for up to twenty-six (26) workweeks in a single (12) month leave period.

- a) For the purposes of FML only, twelve (12) workweeks are equivalent to four-hundred eighty (480) hours of scheduled work for full-time career and floater employees who are normally scheduled for an eight (8) hours per day, five (5) days per workweek (8/40) schedule.
- b) Hourly Conversion for Part-time or Alternatively Scheduled Employees For employees who work part-time or a schedule other than an 8/40, the number of FML hours to which the employee is eligible shall be adjusted in accordance with his/her 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 the leave.
- c) Any leave taken by an eligible employee that qualifies as FML (including leave taken for a Work-Incurred Injury or Illness under Article 30) will be designated as such by the University and will be counted against the employee's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).

## 2. Forms in which FML May be Taken

- a) FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.
- b) When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for FML Medical Leave for the employee's serious health condition, to care for a family member with a serious health condition, as Pregnancy Disability Leave, or as Military Caregiver Leave on an intermittent or reduced schedule including absences of less than one (1) day. Only the time actually spent

on the intermittent or reduced leave schedule shall be counted towards the employee's FML entitlement.

- c) An employee may take FML for Qualifying Exigency Leave on an intermittent or reduced schedule basis.
- d) For requests to take FML as Parental Bonding Leave on an intermittent or reduced schedule basis, see Section D.4.h.
- e) When the employee requests an intermittent leave or leave or a reduced work schedule because the employee or his family member is undergoing planned medical treatment for a serious health condition, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

b. 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 optical) as follows:

- 1. When the employee is on FML that runs concurrently under the FMLA and CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2. When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve (12) month leave period.
- 3. When the employee is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4. When the employee is on a Pregnancy Disability Leave under the California Pregnancy Disability Leave Law, regardless of whether any of the leave runs concurrently under the FMLA: Continued coverage for up to four (4) months in a twelve (12) month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued

coverage provided for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

5. When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave after an employee's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

c. Notice

1. If the employee learns of the event giving rise to the need for FML more than thirty (30) days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and at a minimum, thirty (30) days prior to the commencement of the leave, if practicable.
2. If the need for leave is foreseeable due to a planned medical treatment of the employee (due to the employee's serious health condition or pregnancy disability) or the planned medical treatment of the employee's family member with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to avoid undue disruption to the University's operations.
3. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the employee shall provide the University with as much advance notice as is practicable, and at a minimum, within two (2) working days after learning of the event, except in extraordinary circumstances where such notice is not feasible.
4. An employee who fails to give thirty (30) days' notice for a foreseeable leave, with no reasonable basis for the delay, may have his/her FML delayed until thirty (30) days after the date on which the employee provides notice.
5. The University shall determine whether the employee is eligible and qualifies for FML shall, within five (5) days of that determination, notify the employee, in writing, when the leave is designated or provisionally designated as FML. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of twelve (12) workweeks in the leave year may be granted in a calendar year (or (26) workweeks in a single twelve (12) month period if FML is being taken as Military Caregiver Leave or four (4) months per pregnancy if FML is taken as Pregnancy Disability



Leave). If an employee's need for leave continues after her or his FML entitlement has been exhausted, the employee may be eligible for leave provided as a reasonable accommodation of a disability in accordance with this Article (if FML was taken due to the employee's own serious health condition or as Pregnancy Disability Leave) or may request a Personal Leave in accordance with Article 16, Section B.

d. Certification and Other Supporting Documentation

1. When leave is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for FML be supported by a written certification issued to the University by the employee's health care provider. Such request to the employee shall be in writing. The certification may be provided on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee has a serious health condition, include the following:
  - a) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position;
  - b) the date, if known, on which the serious health condition commenced; the probable duration of the condition; and the employee's probable date of return;
  - c) whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration of such schedule; and
  - d) if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.
2. When a leave of absence is requested for the serious health condition of the employee's family member, the University shall require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee's family member has a serious health condition, include:
  - a) a statement that the serious health condition of the family member warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during a period of the treatment or

incapacity;

- b) whether the employee's family member will need supervision or care over a continuous period of time, intermittently or on a reduced schedule basis; the leave schedule the employee will need in order to provide that care; and the probable duration that the employee is needed to provide care; and
- c) In addition, the employee will be required to certify either on the form or separately the care he/she will provide to the family member and the estimated duration of the period of care.

3.

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

4.

Should the University have a good faith, objective reason to doubt the validity of the employee's medical certification for his/her own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider chosen by the University. Should the second medical opinion differ from the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions, and the third opinion shall be final. If a second or third opinion is sought, the University shall provide the employee with a copy of the opinion at no cost to the employee, upon request.

5.

If additional leave is requested upon expiration of the leave granted, or should the circumstances of the leave change, the University may, at its discretion, require the employee to obtain recertification. Such requests for subsequent certification shall be in writing.

6. If certification or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the leave being delayed until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time may result in the delay of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given fifteen (15) calendar days to perfect the certification. Failure to perfect an incomplete certification may result in denial of the leave or denial of continuation of the leave. If the employee fails to provide a certification/ recertification or a completed certification/recertification and the leave has not begun, the request for FML will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML.
  7. An employee who has been granted FML due to his/her own serious health condition shall be returned to the same or an equivalent position when the employee has been medically released to perform the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the delay of reinstatement until after the employee submits the required medical release certification.
- e. Use of Accrued Paid Leave
1. Family Medical Leave is unpaid, except for the use of sick and/or the use of accrued vacation, as provided in this article.
  2. An employee on approved FML to care for a family member with a serious health condition may elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay. Up to thirty (30) days of accrued sick leave per year may be substituted for unpaid leave when FML is taken for this purpose.
  3. An employee on an approved FML for Parental Bonding Leave may elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay.

4. An employee on FML leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 30, Work Incurred Injury or Illness. Employees not eligible for University disability benefits who are not on leave due to a work-incurred illness or injury shall use all accrued sick leave prior to taking leave without pay. An employee may elect to use accrued compensatory time off or accrued vacation before taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay.

f. Return from FML

1. Required Notice and Documentation

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

g. Reinstatement Rights

An employee granted FML for any reason other than Pregnancy Disability Leave and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken as Military Caregiver Leave), shall be reinstated to the same or an equivalent position upon return from the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section C.4. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been working when the position was abolished or affected by layoff. A casual employee granted FML is not entitled to reinstatement to his/her position if the employee's appointment ending date or predetermined date of separation occurs before the scheduled return date.

h. Parental Bonding Leave

An eligible employee is entitled to FML to bond with his/her child after the child's birth or placement with the employee for adoption or foster care, and to attend to matters related to the birth, adoption or placement of the child. Leave granted for such bonding purposes must be concluded within twelve (12) months following the child's birth or placement with the employee. The University will grant Parental Bonding Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for leave under the FMLA/CFRA at the beginning of her Pregnancy Disability Leave shall be granted a Parental Bonding Leave for up to twelve (12) workweeks provided that the employee has not exhausted her leave entitlement under the FMLA and/or CFRA for that leave year.

1. Requests for Parental Bonding Leave

The employee shall request Parental Bonding Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the employee. The anticipated date of return from Parental Bonding Leave shall be set at the time such leave commences; or if requested, in conjunction with a Pregnancy Disability Leave, shall be set at the time such leave commences. Parental Bonding Leave, when taken for adoption or foster care, could commence prior to the date of placement.

2. Duration

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

3. The basic minimum duration of any Parental Bonding Leave is two (2) weeks. However, the University will grant an employee's request for a Parental Bonding Leave of less than two (2) weeks duration on any t w o (2) occasions during the leave year. The University, at its discretion, may require that any additional leaves be taken for a minimum duration of two (2) weeks, unless otherwise required by law.

4. Review of Denials or Deferrals of FML Requests

If an employee's request for FML is denied, deferred, or otherwise provided for a period shorter than the employee's initial request, such University action may, upon the employee's written request, be reviewed by the Department Head. Neither the University's action in granting or not granting FML nor the results of such review shall be subject to Article 21, Grievance Procedure or Article 22, Arbitration Procedure, of this Agreement.

i. Military Caregiver Leave

Military Caregiver Leave is an additional type of FML available to eligible employees. An employee may take Military Caregiver Leave to care for a family member or "next of kin" who is a "covered service member" undergoing medical treatment, recuperation or therapy for a "serious injury or illness" consistent with the definitions of those items in Section i.2 below.

1. Eligibility Criteria and Duration

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

2. Definitions Specific to Military Caregiver Leave

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

b) "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.

c) "Serious injury or illness" means (a) for a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred or aggravated by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered service member'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; or (b) for a covered veteran:

an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran.

- d) "Parent of a covered service member" means a covered service member'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."
- e) "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*, and who is of any age.
- f) "Next of kin" means (a) the nearest blood relative of the covered service member (other than the covered service member's spouse, domestic partner, parent, son or daughter); or (b) the person who the covered service member has designated in writing as his or her nearest blood relative for purposes of Military Caregiver Leave.
- g) "Single twelve (12) month leave period" means the period beginning on the first day the employee takes leave to care for the covered service member and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

3. Leave Entitlement

Leave is applied on a per-covered service member, per-injury basis. Eligible employees may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered service member or to care for the same service member with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any "single twelve (12) month period." If an eligible employee does not use all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered service member during this single twelve (12) month leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered service member for that serious injury or illness is forfeited. As with other types of FML, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered service member, the employee may be required to transfer temporarily, during the period that the intermittent or reduced

leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates a recurring period of leave than does the employee's regular position.

4. Documentation and Certification

Employees may be required to provide a certification completed by an authorized health care provider of the covered service member that provides information necessary to establish entitlement to Military Caregiver Leave. In addition, employees may be required to provide certain information (or have the covered service member provide that information) including information establishing that the service member is a covered service member for purposes of Military Caregiver Leave, his or her relationship with the employee, and an estimate of the leave needed to provide the care. The employee may also be required to provide confirmation of a covered family relationship between the employee and the service member. When the covered service member is a covered veteran, the employee may be required to provide information establishing her or his veteran status, the date of separation from the Armed Forces, and that separation was for reasons other than dishonorable.

5. Use of Accrued Paid Leave

Military Caregiver Leave is unpaid leave, except an employee may use sick leave in accordance with Article 13, Sick Leave. An employee may also elect to use accrued compensatory time off or accrued vacation before taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay.

6. Advanced Notice

Whenever possible, an employee shall provide at least thirty (30) days' advance notice. If thirty (30) days' notice is not practicable, notice shall be given as soon as practicable. Failure to comply with this notice requirement may result in postponement of leave.

7. Reinstatement

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



8. Continuation of Health Benefits

An employee on an approved Military Caregiver Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status during the leave.

j. Qualifying Exigency Leave

Qualifying Exigency Leave is an additional type of FML available to eligible employees. If the employee is the spouse, domestic partner, son, daughter or parent of a military member, 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).

1. 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 D.

2. Definitions Specific to Qualifying Exigency Leave

a) "Covered active duty or call to covered active duty status" means (1) in the case of a member of the regular Armed Forces, duty during the deployment to a foreign country or (2) in the case of a member of the Armed Forces Reserve, duty during the deployment to a foreign country under a Federal call or order to active duty in support of a contingency operation as defined by the FMLA.

b) "Qualifying exigency" is defined as any one of the following, provided that the activity relates to the covered military member's covered active duty or call to covered active duty status:

- i. Short notice deployment to address issues that arise due to the military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment.
- ii. Military events and activities, including official ceremonies.
- iii. Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care.
- iv. Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status,

and for the ninety (90) days after the termination of the military member's covered active duty status.

- v. Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care.
- vi. Rest and recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary rest and recuperation leave during deployment.
- vii. Post-deployment activities to attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty and to address issues that arise from the death of the military member while on covered active duty status.
- viii. Parental care for the parent of the military member when the parent is incapable of self-care.
- ix. Additional activities related to the military member's covered active duty or call to covered active duty status when the employer and employee agree that such activity qualifies as an exigency, and agree to both the timing and duration of the leave.

c) Leave Entitlement

Eligible employees are entitled to up to twelve (12) workweeks of Qualifying Exigency leave during a calendar year. Qualifying Exigency Leave may be taken on an intermittent or reduced schedule basis.

3. Documentation and Certification

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

4. Use of Accrued Paid Leave

Qualified Exigency Leave is unpaid leave, except that an employee may elect to use accrued compensatory time off or accrued vacation before taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten

(10) percent of the vacation leave credit prior to taking leave without pay.

5. Notice

The employee shall provide notice of the need for leave as soon as practicable.

6. Reinstatement

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

7. Continuation of Health Benefits

An employee on an approved Qualified Exigency Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in a calendar year.

E. Military Spouse/Domestic Partner Leave

1. 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.

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" defined in E.3;
- b. perform services for the University for an average of twenty (20) or more hours per week;
- c. provide the University with notice, within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, of the employee's intention to take the leave; and

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

3. Definitions Specific to Military Spouse/Domestic Partner Leave

"Qualified member" means a person who is any of the following:

- a. a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
- b. a member of the National Guard who has been deployed during a period of military conflict; or
- c. a member of the Reserves who has been deployed during a period of military conflict.
- d. "Period of military conflict" means either of the following:
  - i. a period of war declared by the United States Congress; or
  - ii. a period of deployment for which a member of a reserve component is ordered to active duty, as defined in Military and Veterans Code section 395.10.

4. Substitution of Paid Leave

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

F. Jury Duty/Grand Jury Duty

- 1. An employee summoned to jury duty must provide a copy of the summons to his/her supervisor upon request.
- 2. A full-time career employee who is summoned to required jury duty service shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the employee's normal workday and the normal workweek. Employees are required to report back to work as soon as possible after they are released from jury duty, unless there are less than two (2) hours remaining in their scheduled workday, in which case they should report to work on their next scheduled workday. Not returning in a timely manner may be considered an unexcused absence. Employees may be required to provide documentation from the court showing time served.
- 3. During the time an employee is responsible to the court for daytime jury duty,

the University will convert the employee's usual work shift to a regular five (5) day, Monday through Friday, day shift basis.

4. A part-time employee in a career position who is summoned to required jury service 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.
5. An employee who serves on jury duty on a holiday observed by the University is eligible for holiday pay, but does not receive an alternate day off.

G. Witness Leave

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

H. Leave for Work-Incurred Injury or Illness

An employee who is off pay status and receiving temporary disability payments under the Worker's Compensation Act may be granted, at the discretion of the Department Head, a leave without pay for all or part of the period during which temporary disability payments are received, except that any leave without pay which is granted shall not extend beyond a predetermined date of separation. Time on leave due to a work-incurred injury or illness runs concurrently with FML leave if the work-incurred injury or illness constitutes a serious health condition.

I. Recording of Leaves

Each approved leave without pay shall be reported by submission of the appropriate payroll/personnel form. An absence is not considered an approved leave for purposes of University benefits unless this form is submitted.

**ARTICLE 17**  
**DISCIPLINE AND DISMISSAL**

A. Definitions

1. Discipline

Discipline occurs when any of the following actions are taken with respect to any employee: written warning, suspension, demotion, or dismissal.

A “counseling memorandum” is a document issued to an employee that clarifies some aspect of University or department policies, procedures or expectations, and comments about the employee’s job performance. A counseling memorandum is not discipline and shall not be placed in the personnel file. Counseling memoranda not attached to formal discipline shall not be used in the grievance and arbitration procedure.

2. Demotion

A demotion is the assignment of an employee from his or her current position to a position in a class having a lower salary maximum, or to a position at a lower rate of pay, when such assignment is made for disciplinary reasons.

3. Dismissal

A dismissal is the termination of the employment of a non-probationary regular status employee initiated by the University for just cause.

4. Receipt of Discipline

Discipline shall be issued no later than ninety (90) days after the date on which the alleged violation occurred or when management became aware of the alleged violation. Upon written notification to the Union, this deadline may be extended no more than one (1) time and shall not exceed thirty (30) additional calendar days.

B. Grounds

A regular status employee may be disciplined or dismissed for just cause.

C. Notice of Intent

1. When Required

The University may discipline without prior notice of intent by written warning or suspension without pay for five (5) working days or less. The University shall provide written notice, as described in Section C.2. below, of intent to discipline by suspension without pay for more than five (5) working days, demotion, or dismissal.

2. Issuance and Content

a. Issuance

Written Notice of Intent to suspend for more than five (5) working days without pay, demote, or dismiss shall be given to the affected employee, either by delivery of the notice to the employee in person; or by placing the Notice of Intent in the United States Mail, first-class, postage-paid, and by Certified Mail, return receipt requested, in an envelope addressed to the employee at the employee's last known home address.

Such personal delivery or mailing shall be conclusively presumed to provide actual notice to the affected employee(s). It shall be the responsibility of the employee to inform the University in writing of his/her current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address." Whether delivery is made in person or by mail, the Notice of Intent shall contain a "statement of delivery or mailing" indicating the date on which the Notice of Intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be the "date of issuance" of a Notice of Intent.

b. Content

1. The Notice shall inform the employee of the disciplinary action intended and the effective date of the action;
2. provide a brief explanation of the action, and copies of all materials upon which the intent to discipline is based;
3. inform the employee of the right to respond, orally or in writing, the person to whom any response must be directed, and the fact that such response must be received by said person within fourteen (14) calendar days of the date of the issuance of the notice; and
4. inform the employee of his/her right to representation.

D. Response to Notice

The employee, or his or her representative, shall be entitled to respond, either orally or in writing, to the Notice of Intent described above. Such response must be received within fourteen (14) calendar days from the date of issuance of the Notice of Intent. The employee's representative, if any, may participate in this process. After review of an employee's timely response, if any, the University shall notify the employee of any action to be taken. Such action to be taken may not include discipline more severe than that described in the Notice of Intent; however, the University may reduce such discipline without the issuance of a further Notice of Intent.

E. Investigatory Interview

If an employee is asked to meet with the University during any investigatory interview that could result in the imposition of discipline on the employee, the employee shall be entitled, when he or she requests it, to have a representative present during such meeting. The right to representation shall not unduly delay the meeting.

F. 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. Investigatory leaves shall not normally exceed fifteen (15) working days, unless the investigation has not been concluded.

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. If discharge is determined by the University to be appropriate, the entire investigatory leave period shall be without pay. Upon notice of investigatory leave, an employee may request to charge the leave to accrued vacation leave or accrued compensatory time off, to cover the period of investigatory leave.

G. Progressive Discipline

Dismissal shall be preceded by at least one (1) step of progressive discipline except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. Such performance or conduct may include but is not limited to dishonesty, theft or misappropriation of University property, physical violence, insubordination, acts endangering others, or other serious misconduct.

H. Unauthorized Absence/Resignation

If an employee fails to notify the University of his/her absence, such absence will be deemed to be unauthorized. If such an absence lasts five (5) consecutive, assigned workdays or more, the employee shall be considered to have voluntarily resigned and shall not be considered to have been dismissed nor disciplined by the University.

I. Removal of Disciplinary Letters

Upon request of the employee, warning letters shall be removed from the employee's personnel file two (2) years from the date of the warning letter, during which time there has been no further discipline.

## **ARTICLE 18 LAYOFF AND REDUCTION IN TIME**

This Article covers indefinite separation and reduction in time, temporary layoff and reduction in time, and transfer of an employee to a limited position resulting from the elimination of a career position.

A. Responsibility

1. The Department Head shall determine when indefinite or temporary layoffs are necessary due to lack of work or lack of funds. The Department Head shall minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited positions within the Department. When a vacancy exists within the unit in an active career position in other classes in the Department which are at the same salary level (as determined by the salary range maximum) as the employee's current position, the Department Head shall reassign an employee scheduled for indefinite layoff to that position, provided the employee is qualified to perform the duties of that position.



2. The Department Head has the authority to layoff an employee for an indefinite period after reviewing the proposed action with the appropriate HR officer.
3. An employee scheduled for indefinite layoff from a career position shall be considered for transfer to another position within the bargaining unit for which the employee is qualified.

B. Temporary Layoff and Temporary Reduction in Time

1. Whenever a layoff or reduction in time from a career position is temporary for a specified period of one hundred and twenty (120) calendar days or less, the provisions of A.3. and C.1. through D.10 shall not apply.
2. An employee shall be given written notice of the effective date and the ending date of a temporary layoff or reduction in time. Whenever possible, the notice shall be given at least fifteen (15) calendar days prior to the effective date.
3. If an indefinite layoff or indefinite reduction in time should occur during a temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time shall be applied.

C. Indefinite Layoff and Reduction in Time

1. Indefinite layoff and reduction in time are effected by department and by class (title code). The order of indefinite layoff and reduction in time of employees in the same class within a department shall be by craft in inverse order of seniority, except that the Department Head may retain employees irrespective of seniority, who possess skills, knowledge, or abilities which are not possessed by other employees in the same class, which are necessary to perform the ongoing functions of the department. Employees in lead classifications, upon indefinite layoff or reduction in time, shall have the right to bump the least senior employee in the same craft in the department. Employees in Lead Maintenance A or Lead Maintenance B classifications, upon indefinite layoff or reduction in time, shall have the right to bump the least senior employee in the lead's most recent craft at UCSD, if any.

2. Seniority

For the purpose of this article only, seniority is determined by an employee's most recent hire date in a staff career position. Employment prior to a break in service shall not be counted. When unit employees have the same date of hire, seniority shall be determined according to alphabetical order of the last name. A break in service is any separation from employment status. In addition, a break in service occurs, effective the last day on pay status, whether or not a separation form is submitted, when an

employee is off pay status for four (4) complete, consecutive calendar months without an approved leave without pay, furlough, or temporary layoff. A return to pay status from an approved leave without pay, furlough, temporary layoff, during a period of right to recall and preference for reemployment, or on the next working day following a separation is not a break in service.

3. Notice

An employee will receive at least forty-five (45) calendar days' advance written notice prior to indefinite layoff or reduction in time, whenever feasible. If less than twenty (20) calendar days' notice is granted, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given twenty (20) calendar days' notice. In the event of a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a regular status employee shall be informed of the procedures for recall and preferential rehire.

D. Reemployment from Indefinite Layoff

1. Right to Recall to Layoff Department

A regular status employee who is separated or whose time is reduced because of an indefinite layoff shall be recalled to the UCSD Skilled Crafts Unit in order of seniority into any active and vacant career position for which the employee is qualified when the position is in the same class, craft and Department and at the same time or lesser percentage of time as the position held by the employee at the time of layoff. Right to recall is not extended to an employee who has not attained regular status.

2. Preference for Reemployment or Transfer in Layoff Department or Other Departments

A regular status employee who is separated or whose time is reduced because of indefinite layoff, or who has received written notice of indefinite layoff or reduction in time shall be granted preference within the UCSD Skilled Crafts Unit for reemployment or transfer to any active or vacant position for which the employee is qualified when the position is:

- a. within the bargaining unit;
  - b. at the same salary level or lower (as determined by the salary range maximum);  
and
  - c. at the same or lesser percentage of time as the position held by the employee at the time of layoff. Preference for reemployment or transfer is not extended to an employee who has not yet attained regular status
3. Department Heads may reject a regular status employee with preference for reemployment or transfer only if the employee lacks qualifications required of the

position. Reasons for non-selection shall be provided by the Department Head in writing to the designated University official.

4. Duration of Right to Recall and Preference for Reemployment

- a. A regular status employee with less than five (5) years of seniority shall have right to recall and preference for reemployment for one (1) year from date of layoff.
- b. An employee with at least five (5) but less than ten (10) years of seniority shall have right to recall and preference for reemployment for two (2) years from date of layoff.
- c. An employee with ten (10) years or more of seniority shall have the right to recall and preference for reemployment for three (3) years from date of layoff. Time on unpaid status does not affect the seniority calculation.

5. An employee may be required to respond affirmatively to periodic inquiries as to the desire to continue the right to recall and preference for reemployment in order to continue that right and preference beyond one (1) year.

6. Right to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in limited positions.

7. Termination of Right to Recall and Preference

Right to recall and preference for reemployment terminates if an employee:

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

8. In addition, preference for reemployment terminates if an employee accepts any career position.

9. Right to recall and preference for reemployment are suspended when an employee does not respond to written notice of an employment opportunity. However, upon

written request of the employee and approval of the designated University official, both recall and preference may be reinstated.

10. Service upon Reemployment

Reemployment within the period of right to recall and preference for reemployment or from temporary layoff provides continuity of service. Benefits and seniority accrue only when on pay status.

E. Other Provisions – Effect on Benefits

1. An employee on indefinite or temporary layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the employee's payment of full premiums.
2. The University's contribution to the cost of a University sponsored health plan will be provided for an employee on temporary layoff or reduction in time for a maximum of three (3) months in a calendar year where the employee's earnings are insufficient to otherwise generate the University's contribution.
3. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff.

**ARTICLE 19  
UNIT WORK**

- A. For the purpose of this Article, the phrase “Skilled Trades Work” includes the work traditionally performed by the classifications listed in Article 1, Recognition, and any other classifications added to the Unit.
- B. Supervisors and non-unit employees will not normally perform work of unit employees. However, management reserves the right to assign supervisors or non-unit employees to perform unit work in the event of emergencies of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect property, equipment, life, safety and health, including affected research as well as under exceptional circumstances in order to meet the operational needs of the University.

Teamsters Local 2010 may raise issues at Labor Management Meetings of non-bargaining unit employees doing bargaining-unit work.

**ARTICLE 20**  
**SUBCONTRACTING**

A. Management Decision

When determining whether or not to subcontract bargaining unit work, the University will consider whether said work should be performed by bargaining unit employees in-house. However, the decision to subcontract work is the prerogative of the University and Management reserves the right to subcontract unit work, including the right to continue subcontracting work which has been subcontracted in the past.

B. Provision of Information to Union

Upon written request by the Union, four (4) times per year, the University shall provide to the Union and a designated steward a summary of subcontracted work which is funded by the State of California Operations and Maintenance of Plant budget. Subcontracted work is that work which is less than fifty thousand dollars (\$50,000) in total, or painting work which is less than twenty five thousand dollars (\$25,000) in total.

C. Notification to the Union

The University agrees to notify the Union at least thirty (30) calendar days in advance of its intent to subcontract any unit work which would result in the layoff of unit employees and shall meet and confer upon request regarding the effects upon the employees of said subcontracting.

D. Discussion

The University and Teamsters Local 2010 agree that any concerns the Union may have about subcontracted work as referenced in Section A above may be added to the agenda of the parties' Labor- Management meeting pursuant to the provisions of Article 33 of this Agreement.

E. Displacement of Employees

When the University has determined to contract for services that will result in the layoff of employees in the bargaining unit, it will provide Teamsters Local 2010 with a copy of any RFP as soon as feasible after it is issued. In the event no RFP is issued and the subcontract will result in bargaining unit employee layoffs, the University will give at least 45 calendar days notice prior to the commencement of work by the contractor.

If Teamsters Local 2010 asks to meet with the University about the proposed contract for services, such a meeting will occur as soon as practicable following the University's receipt of the request. The meeting will not delay the commencement of the contract.

F. In the event of layoffs due to subcontracting, laid off employees shall be eligible for employment through Temporary Employment Services.

**ARTICLE 21**  
**GRIEVANCE PROCEDURE**

A. Definition, Standing, Consolidation, Representation, No Reprisal

1. Definition

A grievance is a claim during the term of this Agreement that the University has violated a specific written provision(s) of this Agreement.

2. Standing

Except as otherwise provided in the Agreement, a grievance may be brought to the attention of the University through this procedure by an individual employee within the bargaining unit, a group of employees within the bargaining unit, or by the Union. A grievance may not be brought through this procedure by the University.

3. Consolidation

A grievance brought by, or related to two (2) or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may upon mutual agreement of the University and the Union, be consolidated for the purposes of this procedure, provided that the time limits described in this article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances.

4. Representation

An employee shall have the right to be represented at all steps of the Grievance Procedure by one (1) person of the employee's choice other than a University employee who has been designated by the University as supervisory, managerial or confidential. If the employee chooses to be represented by the Union, a steward and the Union Representative shall have the right to be present at the Step 2 grievance meeting.

5. No Reprisal

No employee shall be subject to reprisal for using or participating in the grievance procedure.

B. Procedure

1. Informal Review

As soon as practicable, the employee may discuss the grievance with his/her immediate supervisor and/or manager. All parties may informally attempt a resolution of the matter(s) before a formal written grievance may be filed. Informal resolutions, although final, shall not be precedent setting. If the complaint is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

2. Step 1:

a. A matter that has not been resolved through the Informal Review process may be

filed as a formal grievance at Step 1. The grievance must be filed in person or electronically via e-mail.

- b. A formal grievance must be filed in writing, on a grievance form approved by the Union and the University. Additionally, locations may provide for the electronic filing of grievances and responses.
- c. The University's written response will be issued to the Union and the grievant within fifteen (15) days after the formal grievance is filed. If the University does not issue a Step 1 Response within the fifteen (15) days, the grievance will automatically move to Step 2.

3. Step 2:

A grievance that has not been resolved at Step 1 may be appealed to Step 2 by filing a written appeal with the Labor Relations Office within thirty (30) calendar days of the date the written Step 1 response is issued.

C. Receipt of Grievance

The designated University Official must receive the written Step 1 grievance within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within (30) calendar days after the date of the employee's last day on pay status.

D. Extension

Attempts at informal resolution do not extend time limits unless a written exception is mutually agreed upon in writing by the parties.

E. Statement of Grievance

A formal written grievance shall contain the following information:

- 1. The specific section and provision of the Agreement alleged to have been violated;
- 2. A description of the action that caused the grievance, the date on which the action happened, and an explanation of how the Agreement was violated by the action;
- 3. A description of how there has been an adverse effect on a bargaining unit employee; and
- 4. A description of the remedy requested.

F. Amendments

The employee and/or the Union may amend the alleged violation stated in the original grievance as needed up to, and including, the filing of the Step 2 appeal.

G. Step 2 Grievance Meeting

Within thirty (30) calendar days of the receipt of the Step 2 Appeal, the designated University official shall convene a meeting to discuss the grievance. The parties may mutually agree to extend the deadline for the meeting. The parties may mutually agree to waive the meeting.

H. Step 2 Decision

The designated University official shall render a written decision within thirty (30) calendar days following the date of the close of the Step 2 meeting or the date of an agreement to waive the Step 2 grievance meeting. The decision will be mailed by the designated University official to the grievant and mailed by the designated University official to the Union electronically via e-mail. The University's decision becomes final thirty (30) calendar days from the date of e-mail. The Union must file a request for arbitration within sixty (60) calendar days after receipt of the Step 2 decision. Proof of Service must accompany the request for arbitration. Such decision shall not set any precedent.

I. Step 3 Mediation

1. Mediation is a process in which a mediator assists the parties in reaching a resolution of the grievance. Either party may request mediation at any time.
2. Both parties must agree to use mediation.
3. Mediation shall be non-binding, except when the parties mutually agree otherwise.
4. All costs of mediation shall be borne by both parties equally, except when the parties agree otherwise.
5. The parties may select a mediator by mutual agreement or by selecting from among a panel of mediators to be agreed upon by both parties.
6. If mediation does not result in a resolution of the grievance, the grievance shall be processed in accordance with this Agreement.
7. Reasonable release time shall be granted to the employee(s) and steward participating in the actual mediation. Employee time spent in mediation shall be considered as time worked. When such meetings are convened outside the employee's scheduled work time, no employee release time shall be granted. Time spent in preparation for mediation, on the day(s) of the mediation, shall be on pay status.

J. Time Limits

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



University written response. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee or the Union the right to process the grievance to the next level. Each of the steps in the Grievance Procedure may be waived by mutual agreement of the parties in writing.

K. Pay Status: Release Time

1. Release Time for Grievance Meetings: Whenever the University and the Union convene a meeting to mutually resolve grievances during the scheduled work time of an employee who is a grievant or a Union representative, upon advance written request, reasonable paid release time shall be granted to the employee(s) involved. In addition, reasonable paid release time shall be granted to the employee(s) involved to travel to and from, and participate in such meetings. Such requests may be made to Labor Relations and where possible, at least a week in advance. Labor Relations thereafter is responsible for contacting the employee's Department Head and Supervisor to ensure that the employee will be released absent operational reasons for denying a release request. Employee time spent at these meetings shall be considered as time worked however is not subject to call-back pay minimums pursuant to Article 8: Hours of Work. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. When such meetings involve a graveyard shift employee, meetings will be held near or immediately after the end of their shift.

2. Release Time for Witnesses: University employees called as witnesses at such meetings shall be released from work with reasonable advance written request and granted leave with pay for reasonable time spent in meetings, if the information they provide is relevant and material to the grievance which is the subject of the meeting.

3. Release Time for Preparing Grievances: Time spent in preparation of a grievance shall not be on pay status. A reasonable amount of time spent during scheduled work hours in investigation of a grievance prior to formal filing shall be granted on pay status, subject to notice and approval of the employee(s)' supervisor.

L. Notification to the Union

Informal resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance in the Skilled Crafts bargaining unit, the Union shall be notified.

**ARTICLE 22  
ARBITRATION PROCEDURE**

A. Request for Arbitration

A request for arbitration may be made only by the Union, and only after receipt of the Step 2 decision or within sixty (60) calendar days after the date on which the Step 2 decision is due, or within sixty (60) calendar days after the date on which there was an agreement to waive the Step 2 grievance meeting. The request for arbitration must be received by the designated University official via hand delivery or e-mail to the e-mail address designated by the University within sixty (60) calendar days of the receipt of University's Step 2

Decision, or within sixty (60) calendar days after the date on which the Step 2 decision is due, or within sixty (60) calendar days after the date on which there was an agreement to waive the Step 2 grievance meeting.

B. Selection of Arbitrators

Within thirty (30) calendar days of a request for arbitration, the parties shall select an arbitrator. If the parties cannot agree on an arbitrator, they shall strike names from the following list in order to select an arbitrator:

- Lou Zigman
- Anthony Giorgio
- Sara Adler
- Walter Dougherty
- Michael Rappaport
- Terri Tucker
- Mark Burstein
- Frank Silver
- Jan Stiglitz
- Kenneth A. Perea
- Jill Klein
- Frederick Horowitz
- Edna Francis

C. Arbitration Procedure

1. The arbitration proceeding shall provide an opportunity for the parties to examine and cross-examine witnesses under oath and to submit relevant evidence. At least fourteen (14) calendar days prior to the hearing, the parties shall exchange relevant documentary evidence and the names of the witnesses who will be called to testify at the hearing.
2. The arbitrator shall not have the authority to admit settlement offers as evidence at the arbitration hearing.
3. Prior to the arbitration the parties shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.
4. The parties can settle a case at any time.
5. The arbitration hearing shall be closed to the public unless the parties otherwise agree in writing.
6. 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 description of each issue under submission, the position of the parties, the findings of fact, the arbitrator's conclusion(s) as to the violation of the Agreement, if any, and,

where appropriate, a remedy.

D. The Arbitrator's Role

1. The arbitrator shall be limited to interpreting the written provisions of the Agreement regarding the alleged violation of the Agreement, as described in the formal written grievance or as agreed to by both parties. The arbitrator shall have no authority to add to, delete from, or otherwise alter the terms of the Agreement. The arbitrator shall have no authority to decide a grievance or request for arbitration which was not received by the University within the time limits set forth in this Agreement, except when both parties agree otherwise. The arbitrator shall have no authority to decide issues not specifically identified by the Union up through, and including, the filing of the formal Step 2 Grievance. The arbitrator shall have no authority to issue subpoenas. The arbitrator shall consider the evidence presented and render a written decision within (30) calendar days of the close of the record of the hearing.
2. The University shall inform the Union in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing about the substantive facts and/or allegations in dispute. In such a case, the parties shall use the selection process described in Section B above, to select two arbitrators. The first arbitrator will be selected to hear the issues of arbitrability and the second arbitrator will be selected to decide the merits of the case if the issues are determined to be arbitrable. The arbitrator hearing the arbitrability question shall issue a bench decision upon completion of the arbitrability hearing unless the arbitrator determines the evidence presented at the hearing requires additional review and a written decision is more appropriate. In the event that the first arbitrator, as a result of the arbitrability hearing referenced above determines a matter to be arbitrable, the first arbitrator shall have no authority to decide the issues pursuant to the merits of the case. If the matter is determined to be arbitrable, a hearing on the merits of the case will be scheduled with the second arbitrator, unless the parties agree otherwise.
3. Section D.2. above, shall not prevent the parties from agreeing in writing to combine the arbitrability hearings with the hearing on the merits of the case or from agreeing to separate hearings on arbitrability and the merits of the case before a single arbitrator.

E. Arbitration Costs

1. The arbitrator's fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne equally by the parties.
2. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

F. Arbitrator's Decision and Remedy

1. The arbitrator shall not have the authority to award a remedy that exceeds restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and benefits received from any source, including, but not limited to, Worker's Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding.
2. The arbitrator shall have no authority to award back wages or other monetary reimbursement nor shall the University be liable on a grievance claiming back wages or other monetary reimbursement for:
  - a. any period of time during which an extension of time limits has been granted by the University at the request of the Union; or
  - b. any period of time between the date a hearing was originally scheduled to be held and, due to a request from the Union to postpone or change the scheduled hearing, or the rescheduled date of the hearing; or
  - c. any period of time greater than forty-five (45) calendar days prior to the date of the Informal Review, Step 1 of the Grievance Procedure.

**ARTICLE 23  
HEALTH AND SAFETY**

A. Preamble

It is the duty of the University to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner, including but not limited to complying with the established campus/hospital/Laboratory health and safety policies and procedures.

B. Employee's Duty

It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and hazardous conditions; to follow the safety regulations and requirements of the University; and to report any unsafe practices or hazardous conditions to their immediate supervisor(s).

C. Safety Review

An employee shall not be required to perform work which he/she reasonably believes is unsafe, until the safety concern of the employee has been reviewed by the designated University safety official. Management shall contact the designated University official, and the employee may be reassigned to perform other work. If the work in question is determined to be safe by the designated University safety official, the employee may be ordered to perform the work. If the safety matter is not resolved satisfactorily, the Union (steward or Teamsters Local 2010 representative) may consult with the UCSD Director of Labor

Relations, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations.

D. Safety Inspections

One (1) bargaining unit employee designated by Teamsters Local 2010 may accompany a representative of the Environment, Health and Safety Department (EH&S) and a representative of management on safety inspections conducted by EH&S at the Campus and Health System in shops/trades building, mechanical spaces, and roofs. Management shall notify the designated Safety Steward of upcoming inspections. Teamsters Local 2010 shall submit to the University a list of employees selected to participate in the inspection. The availability of the bargaining unit employee to participate in an inspection shall be determined by his/her immediate supervisor on the basis of operational needs; however, participation by Teamsters Local 2010 requested employees shall not be unreasonably denied.

Employee time spent on participation in inspections shall be considered time worked, except that time spent outside of an employee's scheduled work time shall not be considered time worked. An employee shall be compensated at the straight time rate for all time worked on inspections. At no time will an employee receive premium overtime for time spent on participation in inspections.

E. Safety Training

Appropriate safety training will be provided to bargaining unit employees, based on operational needs and legal requirements. The Joint Health and Safety Committee may make training recommendations.

F. Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article 21, but shall not be subject to the Arbitration Procedure of the Agreement, Article 22.

**ARTICLE 24  
JOINT HEALTH AND SAFETY COMMITTEE**

A. Purpose

The University and the Union agree to maintain a joint Management/Labor Safety Committee. The purpose of the Safety Committee is to advise UC Management about safety matters, including implementation of safety regulations and safety training, in the work environment.

B. Composition

The committee shall be comprised of up to four (4) bargaining unit employees designated by Teamsters Local 2010 and two (2) non-employee Teamsters Local 2010 staff representatives. There shall be no more than two (2) employees from the Health System, one (1) each from Thornton and Hillcrest, one (1) employee from Facilities Management and one (1) employee from Housing. The University may designate up to four (4) representatives to be on the

safety committee. Additional bargaining unit employees and management representatives may be in attendance at a safety committee meeting upon mutual agreement of the parties.

C. Procedures

The Committee shall meet at least four (4) times per year. The parties may schedule additional meetings upon mutual agreement. An employee may submit safety matters to the Committee for review and recommendation. The procedures by which the Safety Committee operates shall be determined by mutual agreement of the parties. The parties agree to continue the joint Management/Labor Safety Committee for the term of this Agreement.

**ARTICLE 25  
PROTECTIVE CLOTHING**

A. Protective Clothing

1. The University reserves the right to require employees in the unit covered by this Agreement to wear protective clothing.
2. Protective work clothing is attire worn over or in place of regular clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment is equipment intended to protect the employee while on the job.

The University shall continue to provide the protective clothing and safety equipment which it currently makes available to the employees covered by this Agreement.

B. Replacement Expense

University provided items, such as protective clothing, and safety equipment, lost or damaged due to employee negligence, shall be replaced at the employee's expense.

**ARTICLE 26  
UNIFORMS**

A. Uniforms

1. Uniforms are attire, excluding shoes, which are worn for the purpose of ready visual identification of personnel.

In cases where the University currently requires the wearing of uniforms, the University will provide and maintain those uniforms.

B. Replacement Expense

University provided items, such as uniforms, lost or damaged due to employee negligence, shall be replaced at the employee's expense.

**ARTICLE 27  
PARKING**

The University shall provide parking to the same extent possible and under the same conditions as normally provided to non-represented staff employees who are not managerial, supervisory or confidential.

The University shall make available to members of this bargaining unit alternative parking programs and reduced rate parking including reduced price lots and night and weekend rates, if any, to the same extent possible and under the same conditions as normally provided to non-represented staff employees who are not managerial, supervisory, or confidential.

Rate increases during the life of the agreement will increase no more than ten percent (10%) per month in a year for staff permits, or equivalent for other than monthly permits.

**ARTICLE 28  
MILEAGE REIMBURSEMENT**

Whenever an employee is authorized by the University to use a private vehicle to conduct University business, mileage shall be reimbursed under the same terms and conditions as provided to non-represented staff employees who are not managerial, supervisory or confidential.

**ARTICLE 29  
MEDICAL SEPARATION**

A. Employees who become unable to perform essential, assigned functions fully, due to disabilities or other medical conditions, may be separated. Employees separated under this Article who had attained regular status are eligible for special employment procedures.

B. Basis for Separation

1. A medical separation shall be based on:
  - a. a statement by the Department Head describing the essential functions the employee is not performing; and
  - b. a review by the appropriate University representative.
2. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes. The University shall pay the reasonable costs of any medical examinations requested by the University.
3. A medical separation shall be effected by the Department Head after review and agreement by the appropriate HR officer.

C. Notices

1. An employee shall not be separated under this Article while the employee is drawing accrued sick leave or while the employee is receiving extended sick leave. However, the employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave or extended sick leave and if the employee is afforded all rights provided by the employee's retirement system.

2. Notice of Intent

An employee shall be given advance written notice of the intention to separate the employee. The notice shall:

- a. state the reason for medical separation;
- b. include copies of the Department Head's statement and any other pertinent material considered; and
- c. state that the employee has the right to respond in person or through a representative of his/her choosing within ten (10) workdays, either orally or in writing, regarding the separation.

3. Notice of Separation

After the employee's response or ten (10) workdays from the date of notice of intention to separate medically, whichever is sooner, the employee shall be notified in writing of the decision. If it has been determined that separation is appropriate, the employee shall be given advance written notice of medical separation. The notice shall:

- a. specify the effective date of separation; and
- b. state the employee's right to appeal.

D. Special Reemployment Procedures

For a period of one (1) year following the date of a medical separation, a former regular status employee may be selected for a position within the bargaining unit without the requirement that the position be publicized. However, if the former employee is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced. During such periods, an employee shall be given assistance in accordance with Article 31, Reasonable Accommodation/Rehabilitation.

E. Service Upon Reemployment

If a regular status employee separated under this Article is reemployed within the bargaining unit within the allowed period, a break in service does not occur.



**ARTICLE 30**  
**WORK INCURRED INJURY OR ILLNESS**

- A. This Article sets forth the application of sick leave and vacation for employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act, and provides extended sick leave for such employees when sick leave is exhausted and when employees are still unable to work because of such injury or illness.
1. An employee who is unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act may be granted leave for the duration of a verified disability. An employee's placement in a temporary position pursuant to Section H: Light Duty below shall not count against such leave. The leave shall not exceed six (6) months, except that the employee may request an extension of the leave, which shall not be unreasonably denied.
  2. Worker's compensation leave may run concurrently with unpaid FMLA leave and may count toward an employee's FMLA leave entitlement, provided the reason for the absence is due to a qualifying "serious health condition" as defined in the FMLA.
  3. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.
  4. Employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act are eligible to use accrued sick leave and vacation as provided below. When sick leave is exhausted and when employees are still unable to work because of such illness or injury, employees may use extended sick leave or leave without pay as provided below.
  5. An employee shall notify his or her supervisor of the need for leave for a work-incurred injury or illness, or any extension of such leave, as soon as practicable after the need for such leave or extension is known. This notification shall include written medical certification of the need for such leave or extension, and the anticipated return to work date.
- B. Use of Accrued Sick Leave and Vacation  
An employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.
- C. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with the full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
- D. An employee who receives advance temporary disability payment shall reimburse the

University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

E. Extended Sick Leave

1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty (80) percent of the basic salary plus any shift differential which the employee would have received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty (80) percent of basic salary plus shift differential, shall be supplemented to eighty (80) percent by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one injury or illness. Effective July 1, 1997, extended sick leave constitutes an advance against disability payments.
2. An eligible employee who does not have sufficient sick leave to cover the three (3) calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.
3. An employee who elects not to use all sick leave is not eligible for extended sick leave benefits.

F. Supplemental Leave

An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in Sections B.- D. above, is considered on regular pay status, except for completion of the probationary period. Sick leave and vacation accrued during this period may be used as soon as they accrue.

G. Return from Work Incurred Injury or Illness

1. Prior to returning to work, an employee granted a work-incurred injury or illness leave must provide the University with a statement from his or her licensed health care practitioner of the employee's ability to return to work. An employee granted a work-incurred injury or illness leave shall provide the University with notice of his or her ability to return to work promptly after learning of the date of return. If a return to work specifies restrictions, the University will, in accordance with applicable law, reasonably accommodate the employees.
2. If the position held has been abolished during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished.

### 3. Light Duty

Pursuant to the provisions of Article 31, Reasonable Accommodation and applicable law, the University may place an employee in a temporary assignment consistent with documented medical restrictions when the employee has experienced work related injuries. Such assignments will be identified in a good faith effort through the interactive process involving the injured employee and the employee's supervisor. This section shall not be construed as a guarantee of a specific form of accommodation.

4. If any section of this Article conflicts with applicable law, the University will comply with applicable law.

## **ARTICLE 31 REASONABLE ACCOMMODATION**

### A. General Provisions

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 designed specific to the functional abilities of the employee in coordination with the requirements of the job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

### B. Reasonable Accommodation

An employee who becomes disabled shall be informed of available options for reasonable accommodation and the University's disability accommodation procedures.

### C. The Interactive Process

1. The interactive process is an ongoing dialogue between the employee and appropriate representatives of the University about possible options for reasonably accommodating the employee's disability. Options may include, but are not limited to: a modified work schedule; a leave of absence; reassignment; modified equipment; assistive devices; modification of existing facilities; and restructuring the job. Both the University and the employee are expected to participate in the interactive process 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 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 accommodations(s) will be

implemented.

The University will not implement an accommodation that would present an undue hardship.

3. If necessary, a similar analysis for accommodation shall be conducted of other open positions for which the employee has applied and is otherwise qualified. If requested, a copy of the job analysis will be provided to the employee and Union, if authorized by the employee.
4. Upon request by the employee, an employee's representative shall participate in the interactive process.
5. University-wide and local procedures provide further guidance on the implementation of the interactive process.

D. Medical Documentation

The employee is responsible for providing medical documentation to assist in understanding the nature of the employee's functional limitations. Medical documentation must also outline a timeline for the anticipated functional limitation(s). When necessary, the University may require that the employee be examined by a University appointed licensed healthcare provider. In such case, the University shall pay the costs of any medical examinations requested or required by the University.

E. Special Selection for Other Positions

An employee who becomes disabled shall be assigned to a vacant position for which the employee is qualified with or without reasonable accommodation without the requirement that the position be publicized, where such assignment is selected as a reasonable accommodation pursuant to this Article and University-wide and/or local procedures.

## **ARTICLE 32 UNION STEWARDS**

A. Designation of Stewards

The Union shall be entitled to designate an employee to act as a Chief Union Steward and a Co-Chief Steward and other employees to act as Union stewards.

The Union shall provide the designated University official with the name of the employee selected as Chief Union Steward, the name of the employee selected as Co-Chief Steward, and the names of employees selected as stewards.

There shall be no more than eight (8) stewards at UCSD, including the following: the

Chief Union Steward, the Co-Chief Steward and alternate stewards, provided however, that there shall be no more than one (1) steward per zone or shop.

**B. Conducting Union Business**

Union business/activities shall not be conducted on an employee's scheduled work time except as specifically provided for in other section(s) of this Agreement; nor shall such business/activities interfere with University programs and operations.

**C. Release Time**

The Union agrees that stewards shall request in writing from their supervisor the use of release time when engaged in the investigation of employee complaints prior to their formal grievance filing and/or investigation of health and safety matters. It is understood that the Union will work with the University to ensure that Union stewards use release time in a responsible manner so as not to interrupt the daily operations of the University. It is also understood that University management will not unreasonably or arbitrarily deny the use of release time under this Agreement.

**ARTICLE 33  
LABOR-MANAGEMENT RELATIONS**

- A. There shall be at least one (1) labor-management meeting every three (3) months for the purpose of informally discussing actual or potential employer-employee relations problems.
- B. Such meetings are not considered to be meet and confer sessions and are not intended to add to, delete from, or otherwise modify the Agreement during its term. However, the parties may mutually agree to reduce any discussions and agreements reached pursuant to these meetings to writing, and may agree to attach them as side letters to the Agreement.
- C. Up to four (4) bargaining unit employees may be placed in a without-loss-of-straight-time pay status for attendance at labor-management meetings.
- D. Names of bargaining unit employees to be released and agenda items shall be submitted to Labor Relations at least seven (7) calendar days prior to the scheduled meeting.

**ARTICLE 34  
UNION ACCESS AND RIGHTS**

**A. Access**

In accordance with applicable provisions of the law, non-employee and employee representatives of the Union shall be permitted access to work locations in which employees covered by this Agreement are employed.

- 1. Such access shall not interfere with the work of the employees.

2. Management may deny access.
3. Access to employees shall not be arbitrarily denied.

B. Use of University Facilities

University facilities may be used by the Union, with prior approval of the designated University official, for the purpose of holding meetings, to the extent that such facilities can be made available without interfering with normal University operations.

When required, the Union shall reimburse the University for user fees or expenses, such as security, maintenance, and clean-up costs, incurred as a result of the Union's use of such facilities.

C. Bulletin Boards

1. Location

The University will furnish Union bulletin board space at locations agreeable to the parties.

2. Posting

The Union agrees to post appropriate materials related to the bargaining unit. Materials may be posted only by representatives of the Union.

3. Appropriate Materials

The Union agrees that nothing libelous, obscene, or defamatory, shall be posted.

4. Disputes

In the event a dispute arises concerning appropriateness of the material posted, the University shall notify the Chief Union Steward as to the nature of the dispute and that the material is being removed.

D. Mail Service

Individually addressed mail on which U.S. postage has been paid which is received by the University bearing an employee name and accurate address will be distributed to the employee in the normal manner and in accordance with University procedures and policies with regard to the U.S. mail.

E. Email Use

Designated Union stewards may use their University email account for the purpose of conducting Union business in conformance with applicable University policy regarding electronic mail/electronic communications.

F. Employee List/Information

The University will make accessible to the Union, via the File Transfer Program, the name, classification, campus department, hire date, appointment status and monthly salary of all employees in the unit.

Home addresses shall be made available to the Union provided that the employee has authorized, in writing, release of his/her home address.

G. Union Orientation Packets

1. The University shall notify Teamsters Local 2010 in advance of scheduled new employee orientations upon the request of Teamsters Local 2010.
2. Packets of information supplied by Teamsters Local 2010 shall be provided to new skilled trades employees at the University's new employee orientations.
3. The University will provide Teamsters Local 2010 an opportunity to meet with new Skilled Trades bargaining Unit employees for 30 minutes immediately following/adjacent to new employee orientations conducted by general Campus or general Health.
4. The University and Teamsters 2010 agree to meet and discuss over arrangements to accomplish the goals of this section.

H. Paid Release Time (PRT)

Bargaining unit employees shall be granted paid release time, in accordance with the other applicable provisions of this Agreement, to attend a meeting convened by the University pertaining to matters related to this collective bargaining Agreement.

Paid release time shall not include pay for any hours which exceed the employee's regularly scheduled hours of work, unless attendance at the meeting is required by the University.

Paid release time shall be tracked by the University in the same manner that other absences from work are tracked for purposes of timekeeping.

The Union shall provide the designated University official with a request for paid release time at least forty-eight (48) hours in advance of the time that the employee wants to be released from work.

An employee shall not be paid if she/he leaves work before being informed by the designated University official that the request for paid release time has been granted.

The University shall not unreasonably or arbitrarily deny a request for paid release time.

I. Leave of Absence for Union Activities – Union Business Leave (UBL)

Bargaining unit employees may be granted a leave of absence (UBL) to participate in Union-related activities.

During the leave of absence, the employee shall be paid by the University and shall continue to accrue service credit, and shall retain all benefits to which the employee was

entitled prior to the start of the leave, and employee benefit contributions will continue to be deducted. During the leave, the employee shall be eligible for wage increases in accordance with this Agreement. Any leave granted in accordance with this section shall not constitute a break in service. During the leave of absence, the employee shall not be eligible for Workers Compensation benefits arising out of an injury occurring during the leave from the University. During the leave of absence, the employee shall be covered by the Union's Workers Compensation plan.

During the leave of absence, the Union shall reimburse the University for all costs of employee compensation, including but not limited to, salary plus all benefits paid to the employee. The Union shall submit payment to the University within thirty (30) days of receipt of confirmation of payment to the employee. The University has the right to terminate the leave if the Union fails to submit timely payment.

A leave of absence for an employee shall be for at least one (1) day and shall not, in the aggregate, exceed three (3) years. The leave of absence request shall be submitted at least seven (7) calendar days in advance. The leave of absence shall be tracked by the University in the same manner that other absences from work are tracked for purposes of timekeeping.

The University shall not unreasonably or arbitrarily deny a request for a leave of absence to participate in Union-related activities.

## **ARTICLE 35**

### **DUES DEDUCTIONS – UNION SECURITY**

#### **A. Dues Deduction and Agency Shop Fee**

##### **1. Dues Deduction**

Upon written authorization from an employee in the UCSD Skilled Crafts bargaining unit, the University agrees to deduct Union dues from the employee's pay. Authorizations for Union dues deductions shall be made on a form agreed upon by the parties.

##### **2. Agency Shop Fees**

Upon notification to the University by Teamsters Local 2010, University employees in the bargaining unit who choose not to become members of the Union in accordance with paragraph A.1. above, as a continued condition of employment, shall be required to pay an agency shop fee. The amount of the fee shall be determined by Teamsters Local 2010 and shall not exceed the monthly dues that are payable by members of Teamsters Local 2010. The amount of the fee shall be deducted by the University from the wages of the employee and paid to Teamsters Local 2010.

##### **3. Exemption from Agency Shop Fee**

Any employee in this unit, who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support



Teamsters Local 2010 as a condition of employment. An employee to which this provision is applicable shall be required to pay sums equal to the amount of the service fee to a nonreligious, non-labor charitable fund exempt from taxation under the Internal Revenue Service code, chosen by the employee from the following list of funds chosen by the University and Teamsters Local 2010.

- A scholarship fund mutually agreed to by the parties
- UCSD Cancer Center Foundation
- Friends of the UCSD Library

4. Check Processing

The University further agrees to send a check to the Union for all Union dues and other deductions which have been requested by employees covered by this Agreement. The cost of processing the check shall be ten dollars (\$10.00). In addition, the University will charge the Union seven cents (\$.07) for each dues deduction made from a paycheck.

5. Indemnification

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

B. Union Security

The authorization for dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from the Union by delivering a signed withdrawal letter to the University and mailing a certified copy to the Union during the thirty (30) calendar days prior to the expiration of this Agreement. Withdrawal notices received by the University at other times during the effective contract dates shall be returned to the bargaining unit employees by the University.

C. Financial Report

Teamsters Local 2010 shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the employees in the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report of the fiscal year in the form of a balance sheet and an operating statement, certified as to accuracy, in keeping with recognized audit standards, by the president and treasurer or comparable officers. Teamsters Local 2010 shall provide a copy of said report to the Public Employment Relations Board, as required.

D. Severability

In the event the fair share provision of Higher Education Employer-Employee Relations Act (HEERA) (Amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that all matters in the Agreement concerning fair share fees shall be of no force or effect.

E. D.R.I.V.E. Deductions

Upon written authorization from an employee in the UCSD Skilled Crafts bargaining unit, the University agrees to deduct voluntary contributions to D.R.I.V.E., a Teamsters political action program, in the amount indicated by the employee.

**ARTICLE 36**  
**PERSONNEL FILES**

A. General Provisions

Upon request, an employee shall be able to review his/her personnel file within a reasonable period of time, within thirty calendar days (30) of the request, in the presence of a representative of the University. Requests shall be made in writing, preferably using electronic mail, to the appropriate Labor Relations office, specifically Health System or campus. At the time of such request the University representative shall coordinate the gathering of the official file. Upon request an employee shall be provided copies of his/her personnel file within thirty (30) calendar days.

B. Request for Inspection

Where operational requirements permit, an employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review his/her personnel file(s). When granting such requests, the University shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity. A Teamsters Local 2010 representative may accompany the employee when the employee is reviewing his/her personnel file(s). Alternatively, an individual employee may authorize a designated Teamsters Local 2010 representative to review the employee's personnel file(s) on the employee's behalf. Such written authorization shall be valid for a period of twenty (20) calendar days.

C. Rebuttal Statements

An employee may submit a rebuttal statement to material in his/her personnel file. Said rebuttal shall be attached to the material being rebutted and placed in the employee's personnel file.

D. Grievance Files

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

E. Protections and Disclosure

Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the employee and/or the employee's representative. Neither an employee nor his/her representative shall be entitled to review confidential pre-employment information.

F. Fees

Fees may be charged for making copies of personnel file information or extracts thereof; however, there is no charge for the first copy of the individual employee's own records.

G. Letters in File

Prior to placing a letter of commendation or a derogatory letter in an employee's personnel file, the employee shall be provided with a copy of said letter.

H. Correction of File

If after inspection of his/her records, an employee believes that any portion of the material is not accurate, the employee may request in writing, to the appropriate University representative, to have the record corrected. The University shall notify the employee in writing of the correction or refusal to correct.

**ARTICLE 37  
TRAINING AND DEVELOPMENT**

A. General

The University may permit employees to attend career-related or position-related development programs. In each case payment of fees, duration of released time and status of released time as time on pay or non-pay status is at the discretion of the University.

B. Required Training

When the University requires attendance at an educational or training program, the University will pay the fees and related costs. Education or training, which is suggested or recommended, but not required, is not "required" within the meaning of this Article. Education or training for the acquisition or maintenance of a license shall not qualify as "required" within the meaning of this Article.

C. Fee Reduction

Non-probationary employees in career positions who are residents of the State of California and who are admitted to the University are eligible for a two-thirds reduction of both the University registration fee and the University educational fee per quarter or semester, for up to nine (9) units or three (3) regular session University courses, per quarter or semester, whichever is greater.

D. Incidental Services

An employee so registered shall not be eligible for the services or facilities of counseling centers, gymnasias, or student health services incidental to such reduced-fee registration.

E. Other Programs

Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.

F. Approval

Participation in educational or training programs during scheduled work hours must be approved by the University in advance.

G. Disputes

Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article 21, but shall not be subject to the Arbitration Procedure of the Agreement, Article 22 .

**ARTICLE 38**  
**NO STRIKE/NO LOCKOUTS**

A. No Lockout

During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University.

B. No Strike

Additionally, during the term of this Agreement or any extension thereof, Teamsters Local 2010, on behalf of its officers, agents and unit members, agrees that there shall be no strikes, including sympathy strikes, or concerted activities which would interfere with the operations of the University.

During the term of this Agreement or any extension thereof, Teamsters Local 2010, its officers, agents, and unit members agree that they shall not in any way participate in or lend support to any strikes, including sympathy strikes, or concerted activities of any kind in violation of this Article.

C. Union Commitment to Maintaining Critical Services

In addition, Teamsters Local 2010 agrees to maintain critical services in the event of any activity by any individual(s) or labor organization(s) which interfere with the operations of the University. Such critical services include, but are not limited to maintenance and operation of: (1) patient care facilities at the UCSD Health System and Clinics; (2) research facilities at UCSD and Scripps Institution of Oceanography; (3) computer operations at UCSD and UCSD Health System; and (4) facilities in which valuable collections are maintained.

Any employee who violates this Article may be subject to disciplinary action up to and including termination of employment.

D. Violation of this Article

Should any activities in violation of this Article occur, Teamsters Local 2010 shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference. Such affirmative action shall include the immediate written notice to all employees in the unit, at their work and home addresses stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including discharge. Further, the Union agrees to operate and maintain critical services as described above.

The prohibitions set forth in this article regarding participation in concerted activities do not apply to employees with respect to the use of their personal non-work time.

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

**ARTICLE 39  
DEATH PAYMENTS**

- A. Upon the death of an eligible University employee, the University shall pay a sum equal to the salary of the deceased for one (1) month to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partner, child or children, parent or parents, or siblings. If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. This payment is in addition to any other benefit provided under a pension or retirement plan in effect for the deceased person.
- B. For the purpose of the death payment, an eligible employee is one who has completed six (6) continuous months on pay status at fifty (50) percent time or more without a break in service prior to death.

**ARTICLE 40  
INSURANCE AND RETIREMENT BENEFITS**

A. Benefits

Eligible employees in this unit may participate in a number of benefit programs generally available to non-management, non-supervisory, non-confidential, non-academic employees of the University who are not exclusively represented. The current benefits and contribution levels for each plan are available from the Benefits Office or online at the University's website.

B. Plan Alterations

1. The University may, at its option, alter its health and welfare programs and/or the University of California Retirement Plans (UCRP). Such alterations include, but are not limited to altering the coverage, rate of contribution, eligibility criteria or carrier of these plans. If the University chooses to alter these plans as they apply to other employees described above, such changes will apply to employees covered by the Agreement.
2. If there are any proposed changes to employee contributions to the UCRP during the life of the Agreement, the parties will meet and confer over those proposed changes.

C. Notice to Union

The Union will be notified of any such changes before they are implemented by the University. Upon request by the Union, the Union and the University will meet and consult on the proposed changes.

D. Health and Welfare Benefits Meeting

The University's Office of the President and the Union agree to meet twice per calendar year to discuss changes, if any, to the University's health and welfare benefit programs. Such meeting shall occur in advance of the University's annual open enrollment period and will be rotated between the Southern campuses. The parties may agree to hold these meetings via conference call and webinar in lieu of an "in-person" meeting.

The University shall provide up to four (4) hours of paid release time for up to four (4) bargaining unit employees from UCSD to participate in the meeting described herein. If the meeting is held at another location, which is not the home location of the bargaining unit employee, up to four (4) additional hours may be granted for the purpose of travel.

**ARTICLE 41**  
**SHIFT DIFFERENTIAL**

A. Second Shift Differential

An eligible employee who works second shift (3:00 p.m. to 11:00 p.m.) shall receive two dollars (\$2.00) per hour in addition to his/her regular hourly rate of pay.

B. Third Shift Differential

An eligible employee who works third shift (11:00 p.m. to 7:00 a.m.) shall receive two dollars, fifty cents (\$2.50) per hour in addition to his/her regular hourly rate of pay.

- C. A shift differential shall be paid for all hours of a shift when one-half (1/2) of the shift or at least four (4) hours are worked after 4:00 p.m. and before 7:00 a.m.

- D. An employee who is scheduled to work a variable workweek shall receive two dollars, fifty cents (\$2.50) per hour differential pay for each day worked in that week. A variable workweek is one in which an employee works various shifts within that week.

**ARTICLE 42**  
**APPRENTICESHIP PROGRAM**

A. General Provisions

The University and Union have established a joint apprenticeship program between the parties, the terms and conditions of which are set forth in Article 42 Addendum. The following crafts are covered by this program:

Carpenter  
Electrician  
Elevator Mechanic  
Locksmith  
Painter  
Plumber  
Sheetmetal Worker  
Systems Operator  
Central Utility Operator  
Air Conditioning/Refrigeration Mechanic  
Pipefitter/Steamfitter

B. Working Conditions

All provisions of the UCSD/Teamsters Local 2010 Agreement shall apply to apprentices except for the following:

1. Apprentices shall have access to Article 21, Grievance Procedure, but shall not have access to Article 22, Arbitration Procedure of this Agreement. Grievances that remain unresolved at Step 2 of the grievance procedure may be appealed to the appropriate Human Resources Officer, who shall forward the grievance to the Joint Apprentice Training Committee (JATC) for a decision. If a majority of the JATC cannot reach a decision, the grievance shall be submitted to the Assistant Vice Chancellor for Human Resources for campus-funded employees or to the Chief Human Resources Officer for health system-funded employees, who shall render a decision.
2. Article 10, Performance Evaluation, shall have no application to apprentices.
3. Article 11, Promotions/Transfers, shall have no application to apprentices.
4. The parties agree that the words "work schedule(s)" wherever they appear in Article 8, Hours of Work, shall not include scheduled courses of related and supplemental instruction, except for any course of instruction which is given on a job site during work time.

5. The parties agree that "overtime" as defined in Article 9, Overtime, shall not include time spent by apprentices in connection with any course of related or supplemental instruction except for any course instruction given on a job site during work time.
6. Employees shall sign an apprenticeship agreement as a condition of employment.

**ARTICLE 42 ADDENDUM**

**CRAFTS APPRENTICESHIP PROGRAM**

**UNIVERSITY OF CALIFORNIA, SAN DIEGO  
AND  
TEAMSTERS LOCAL 2010**

**ARTICLE 1**

**Purpose and Policy**

The University of California, San Diego hereby declares its purpose and policy to establish an organized, planned system of apprenticeship. These apprenticeship standards have been adopted and agreed upon by the University of California, San Diego (referred to hereinafter as the "University") and Teamsters Local 2010 (referred to hereinafter as the "Union") to govern the employment and training of apprentices in the trades and crafts herein.

**ARTICLE 2**

**Trades and Crafts**

Carpenter	DOT 860.381 022
Electrician	DOT 824.261 010
Elevator Mechanic	DOT 825.281 030
Locksmith	DOT 709.281 010
Painter	DOT 840.381 030
Plumber	DOT 862.381 030
Sheetmetal Worker	DOT 804.281 010
Systems Operator	
Central Utility Operator	
Air Conditioning/Refrigeration Mechanic	
Pipefitter/Steamfitter	

**ARTICLE 3**

**Jurisdiction**

These standards shall apply to the University and Union signatory hereto, and to all apprentice agreements executed hereunder.



## ARTICLE 4

### Joint Apprentice and Training Committee (JATC)

In accordance with the Collective Bargaining Agreement between the University and the Union, a Joint Apprentice and Training Committee (referred to hereinafter as the “JATC”) is hereby established to monitor the administration and supervise the enforcement of these standards. The JATC will consist of three (3) persons appointed by the University and three (3) craftspersons appointed by the Union. A University official and a non-employee Union representative may also participate on the committee.

## ARTICLE 5

### Functions and Responsibilities

The JATC shall have the following functions and responsibilities:

1. To meet on call, but not fewer than every six (6) months; and to record and maintain the minutes of each meeting. Upon mutual agreement of the University and the Union, there may be additional meetings of the JATC.
2. To ensure an efficient program of apprenticeship through systematic on-the-job training with related and supplemental instructions.
3. To monitor and supervise the administration and the enforcement of these standards.
4. To establish and accurately maintain adequate apprenticeship and training records, including hours of work experience and attendance at related training classes.
5. To review the periodic evaluations and recommendations provided by University supervisors and classroom instructors for the following purposes, among others:
  - a. To approve the advancement of an apprentice and advance salary step increase for up to six (6) months where merited by previous related work experience and/or previous related vocational education. Such advancement may only occur at the time of appointment to the apprentice position.
  - b. To approve regular advancement as demonstrated by satisfactory progress in the program.
  - c. To hold back the advancement of an apprentice and delay salary step increase for up to a maximum of six (6) months when warranted by inadequate or unsatisfactory progress in the program as demonstrated by on-the-job performance and/or classroom performance.

- d. To recommend to the cognizant Department Head the termination of the apprenticeship agreement when an apprentice has demonstrated an inability to complete the program, or his/her progress is not adequate to maintain scheduled advancements beyond the maximum hold back.
6. To counsel and advise apprentices on program objectives. Any apprentice may request, in writing, a meeting with the JATC to seek advice or present problems he or she may be encountering in the program.
7. To approve and recommend alternate curriculum on a case-by-case basis.
8. To maintain a signed copy of each apprenticeship agreement and provide copies to all parties to the agreement.
9. To determine when apprentices have completed their training and to certify the satisfactory completion of each apprentice to the cognizant Department Head. Certification must include a valid journey level license where required by law.
10. To submit the UCSD-Teamsters Local 2010 Apprenticeship Program to the State of California, Department of Industrial Relations, Division of Apprenticeship Standard (DAS) for review and approval as a State-Certified Program.

In the event that the JATC cannot reach agreement on an issue pertaining to its functions and responsibilities as outlined in this article above, the matter in question will be submitted to the Assistant Vice Chancellor for Human Resources, who shall render a decision. The above functions and responsibilities which have been delegated to the JATC do not limit or preclude the University from the normal exercise of its management rights, including but not limited to, the right to discipline apprentices.

## ARTICLE 6

### Selection Procedure

The University shall have the sole discretion to determine the number of craft apprentices. Whenever the University determines that an apprentice position is to be filled, the selection will be made in accordance with the UCSD Skilled Crafts Agreement. The University may select apprentices from among internal and external candidates. External candidates who are selected must serve a six (6) month probationary period.

Internal candidates must:

1. be UCSD employees, who have held a career appointment for at least eighteen (18) continuous months immediately preceding application;
2. be currently evaluated as a satisfactory or better employee;

3. be able to pass a test designed to determine aptitude for the specific craft to be apprenticed;
4. be able to pass an oral interview designed to determine suitability and potential for success in the program; and
5. not currently be in an apprentice position or terminated from any other apprentice position.

The selection committee may recommend to the JATC accelerated advancement of the apprenticeship where merited by previous work experience and/or related vocational education pursuant to Article 5, Section 5.a. of these standards. In the event that the JATC cannot reach agreement on any decision pertaining to its functions and responsibilities as outlined in this article above, the matter in question will be submitted to the Assistant Vice Chancellor for Human Resources, who shall render a decision.

#### ARTICLE 7

##### Apprentice Agreement

1. The standard term of apprenticeship is forty eight (48) months (four (4) years).
2. Each apprentice shall be required to sign an apprentice agreement which sets forth the intent of the University and the apprentice to abide by the requirements set forth in these standards.
3. Each apprentice agreement shall be signed by the apprentice and the cognizant Department Head.
4. Each apprentice shall be furnished with a copy or given an opportunity to study these standards before signing the apprentice agreement. These standards shall be considered a part of the apprentice agreement as though expressly written therein.

#### ARTICLE 8

##### Apprenticeship Duties

1. Each apprentice shall receive such instruction and experience in the trade as is necessary to develop the skills, knowledge, and abilities required of a UCSD crafts person. He/she shall also perform other duties on the job that are commonly related to shop responsibilities.
2. Wherever possible, work experience and vocational education will be coordinated to take place concurrently. Each apprentice shall satisfactorily perform all assigned work and learning requirements both on-the-job and in related instruction.
3. Each apprentice shall be evaluated by the JATC at least every six (6) months of the program to determine whether the apprentice is fulfilling the vocational and educational requirements of the program. If at any time the apprentice is not satisfactorily meeting the educational and/or vocational objectives, he/she shall be so informed by the JATC and normally be given one (1) six (6) month extension to meet the requirements. Failure to meet the requirements will result in termination from the apprenticeship program and dismissal from employment without

recourse to Article 21, Grievance Procedure or Article 22, Arbitration Procedure of this Agreement. Under unusual circumstances, the University may, at its discretion, consider other options for employment.

4. Each apprentice shall be responsible for keeping a daily record of time spent in each on-the-job training assignment or work area and shall submit this record to the JATC during his/her periodic review.
5. Each apprentice shall be responsible for having his/her transcript submitted to the JATC at the end of each semester.
6. Each apprentice is required to comply with all the rules and regulations which apply to University employees and failure to do so may result in disciplinary action in accordance with the UCSD Skilled Crafts Agreement.

## ARTICLE 9

### Working Conditions

All provisions of the UCSD-Teamsters Local 2010 Agreement shall apply to apprentices except for the following:

1. Apprentices shall have access to Article 21, Grievance Procedure, but shall not have access to Article 22, Arbitration Procedure of this Agreement. Grievances that remain unresolved at Step 2 of the grievance procedure may be appealed to the appropriate Human Resources Officer, who shall forward the grievance to the Joint Apprentice Training Committee (JATC) for a decision. If a majority of the JATC cannot reach a decision, the grievance shall be submitted to the Assistant Vice Chancellor for Human Resources for campus-funded employees or to the Chief Human Resources Officer for health system-funded employees, who shall render a decision.
2. Article 10, Performance Evaluation, shall have no application to apprentices.
3. Article 11, Promotions/Transfers, shall have no application to apprentices.
4. The parties agree that the words “work schedule(s)” wherever they appear in Article 8, Hours of Work, shall not include scheduled courses of related and supplemental instruction, except for any course of instruction which is given on a job site during work time.
5. The parties agree that “overtime” as defined in Article 9, Overtime, shall not include time spent by apprentices in connection with any course of related or supplemental instruction except for any course of instruction given on a job site during work time.

## ARTICLE 10

### On-The-Job Training

1. Each apprentice shall be supervised by the craft superintendent/supervisor and will work under

the direction of a journey level craftsperson.

2. Each apprentice will be trained in the use of new equipment, materials, and process as they come into use at the University in the apprentice's craft.
3. Each apprentice shall satisfactorily complete eight thousand (8,000) hours of on-the-job training.

## ARTICLE 11

### Vocational Training

1. Each apprentice shall participate in related and supplemental instruction normally scheduled outside of work hours.
2. The related and supplemental instruction shall include appropriate safety recommendations of the Environment, Health and Safety Department and other recognized trade safety practices and accident prevention, including first aid and CPR.
3. Related and supplemental instruction will not be less than one hundred forty four (144) hours per year.
4. Time spent in classroom instruction outside normal working hours will not be considered time worked and will not be compensated.
5. Two (2) unexpected absences in any given course is cause for immediate termination of the apprenticeship agreement and dismissal from employment.
6. Courses must be completed with a grade of "C" or better in order to be credited toward the program. Apprentices will be required to submit a copy of the course transcript to the JATC at the end of each semester.
7. If an apprentice fails to receive a grade "C" or better in a course, he/she shall at the discretion of the JATC, be given the opportunity to repeat the course one time. Failure to demonstrate adequate academic progress will result in termination of the apprenticeship agreement and dismissal from employment. Under unusual circumstances, the University may, at its sole discretion, consider other options for employment.
8. The cost of tuition, fees, books and related industrial expenses are the responsibility of the apprentice. The apprentice may submit a request to the University to cover the cost of the aforementioned costs pursuant to the terms of Article 37, Training and Development.
9. A schedule of required classroom training for each craft will be attached hereto and made a part of this Agreement.
10. Courses are available through the San Diego Unified School District, local community colleges, and programs sponsored by Teamsters Local 2010.

ARTICLE 12  
Work Processes

A schedule of the on-the-job training requirements for each craft will be attached hereto and made a part of this Agreement.

ARTICLE 13  
Wage Structure

A craft apprentice shall be paid the following percentages of his/her respective craft wage rate as set forth in the UCSD Skilled Crafts Agreement:

First six months	sixty percent	(60%)
Second six months	sixty-five percent	(65%)
Third six months	seventy percent	(70%)
Fourth six months	seventy-five percent	(75%)
Fifth six months	eighty percent	(80%)
Sixth six months	eighty-five percent	(85%)
Seventh six months	ninety percent	(90%)
Eighth six months	ninety-five percent	(95%)

Upon completion of the program and approval by the JATC, an apprentice shall receive the respective journey level rate of pay.

Nothing in this Article shall be construed to override any responsibility or authority granted to the JATC to accelerate or hold back the advancement of an apprentice as set forth in Article 5 of these standards.

ARTICLE 14  
Completion Certificate

A certificate of completion will be issued to each apprentice by the cognizant Department Head and the Teamsters Local 2010-UCSD JATC upon satisfactory completion of the apprenticeship program as approved by the JATC and the Teamsters-UCSD JATC.

If the Teamsters Local 2010-UCSD Apprentice Program becomes State-Certified, then a certificate of completion will be issued by the State Division of Apprenticeship Standards (DAS) to graduate apprentices.

**ARTICLE 43**  
**WAGES AND PAY DIFFERENTIALS**

The University of California, San Diego agrees to increase the wages of the employees in the UCSD Skilled Crafts Unit as follows:

A. Employees shall receive the following wage increases:

Within sixty (60) calendar days of the University being notified of Union ratification, 6% wage increase ATB

Effective July, 2017 – 3% wage increase ATB

Effective July, 2018 – 3% wage increase ATB

Effective July, 2019 – 3% wage increase ATB

Effective July, 2020 – 3% wage increase ATB

Effective July, 2021 – 3% wage increase ATB

After ratification, salary increases shall be effective on the first full biweekly payroll period nearest the first day of the month in which the increase occurs.

Eligible employees must be in the bargaining unit on the effective date and the date of payout and/or on an approved leave of absence.

Eligible employees as described above shall receive the following one-time, non-base building payments within sixty (60) calendar days of the University being notified of the Union ratification:

- Lump Sum - \$2060

All appropriate taxes and UCRP contributions shall be deducted from the lump sum payment and ratification bonus.

B. Lead Pay Differential

1. The University will maintain an approximate 7.5% differential between the lead and journey level classifications.
2. Health System employees permanently assigned to lead more than one craft shall receive an additional 4.0% differential between the Lead and journey level classifications (a total of 11.5%).

3. No Lead shall be assigned to lead more than fifteen (15) employees as part of his/her regular Lead assignment.

C. Job Overlap

Designation by craft titles, as used in this Article, shall be for identification purposes only, and as such will not serve to establish jurisdictional work boundaries. Current practices of job overlap between the crafts shall be continued, and craft job descriptions, job assignments, and overall job responsibilities will not be affected by these designations.

D. Apprentice Wage Structure

The University will pay apprentice craft employees the following percentage of their respective craft wage rates:

First six months.....	sixty percent	(60%)
Second six months.....	sixty-five percent	(65%)
Third six months .....	seventy percent	(70%)
Fourth six months .....	seventy-five percent	(75%)
Fifth six months .....	eighty percent	(80%)
Sixth six months .....	eighty-five percent	(85%)
Seventh six months.....	ninety percent	(90%)
Eighth six months.....	ninety-five percent	(95%)

E. Specialty Assignments

1. The following are designated as specialists:
  - a. Controls Specialist
  - b. Chiller Mechanic
  - c. HVAC Mechanic
2. The University shall have the sole discretion to determine who shall be designated as specialists.
3. An employee assigned as a specialist shall be compensated in an amount equal to five (5) % of his/her base pay, during the period of time that he or she is designated by the University as a specialist.
4. An employee shall be designated and compensated for no more than one specialty at a time.



5. This provision shall be implemented upon the effective date of the Agreement.

F. Healthcare Certification Differential

1. Full-time and part-time career employees working in the UCSD Health System Facilities Engineering and Construction Department will receive certification differential pay when:
  - a. The employee obtains Mechanic Education and Certification for Health Care (MECH) at the senior level or equivalent as determined by management; and
  - b. the employee maintains current certification.
2. Qualifying full-time career employees will receive seventy-five dollars (\$75.00) per month and qualifying part-time employees will receive a prorated amount on the basis of their appointment rate.
3. This provision shall be implemented upon the effective date of the Agreement.

G. Special Awards

The University retains the right to determine the basis for special awards, including but not limited to payments for meritorious performance, recognition, incentive and bonus payments, and to exercise sole discretion as to the granting, timing, amount, distribution and frequency of such awards and payments.

The University retains the right to provide or discontinue the provision of award programs or other payments to employees in this bargaining unit during the term of this Agreement or during the period of time following the expiration of the Agreement.

**ARTICLE 44  
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 either party in an attempt to reach an agreement on a substitute provision.

**ARTICLE 45  
WAIVER**

- A. The University and Teamsters Local 2010 acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to

make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity. Therefore, the University and Teamsters Local 2010 for the term of this Agreement, each voluntarily and unqualifiedly waived the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the 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.

- B. The University and Teamsters Local 2010 agree that this Agreement supersedes and replaces the expired Agreement between the University of California, San Diego and State Employees Trade Council-United (SETC-UNITED) and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit. The parties further agree that, upon execution of this Agreement, any rights or terms and conditions of employment previously applicable to employees shall terminate and no longer apply.

## **ARTICLE 46 DURATION**

- A. Effective Date

This Memorandum of Understanding shall become effective upon the date of ratification and shall remain in effect until 11:59 p.m. on March 31, 2022.

- B. Renewal

This Agreement shall automatically renew itself unless either of the parties requests in writing that negotiations for a successor Agreement commence.

- C. Successor Negotiations

The Union agrees to release its initial bargaining proposals on or about July 1, 2021. The University agrees to release its initial bargaining proposals on or about July 15, 2021. The parties agree to commence bargaining for the parties' successor agreement on or about August 1, 2021. While negotiations for a successor agreement are continuing, this Agreement shall remain in full force and effect.

## Appendix A

### Execution of Agreement

The foregoing Agreement between the State Employees Trades Council United (SETC) and the Regents of the University of California (UC), having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

TEAMSTERS LOCAL 2010

APPENDIX B

**MEMORANDUM OF NEGOTIATORS**

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

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

The parties agree that when the approval process has been completed, the Memorandum of Understanding will become operative when the document has been signed by the authorized representatives for both parties.

Teamsters Local 2010

Regents of the University of California, San  
Diego

# **APPENDIX C**

## **SIDE LETTER AGREEMENT**

**Between**

**University of California San Diego &**

**Teamsters Local 2010**

**FM Apprenticeship Program**