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## ARTICLE 1 – RECOGNITION

**A.** This Agreement, effective March 15, 2016 is entered into between The Regents of the University of California, a corporation (sometimes referred to hereinafter as the "University"), and the State Employees' Trades Council also known as SETC United, (sometimes referred to hereinafter as the "Union"). The University recognizes SETC-United, which was certified by the Public Employment Relations Board (PERB) on December 3, 2007, as the exclusive bargaining agent for matters within the scope of representation for the following classifications of UC MERCED employees, excluding those classes and/or employees designated as managerial, supervisory, and confidential by PERB.

| Title Code | Job Title |
|---|---|
| 8058 | Locksmith I |
| 7999 | Locksmith II |
| 7752 | Lead Locksmith |
| 7994 | Carpenter I |
| 7993 | Carpenter II |
| 7753 | Lead Carpenter |
| 7996 | Electrician I |
| 7995 | Electrician II |
| 7745 | Lead Electrician |
| 7998 | Painter I |
| 7997 | Painter II |
| 7754 | Lead Painter |
| 8294 | Physical Plant Operator |
| 8316 | Plumber I |
| 8315 | Plumber II |
| 7751 | Lead Plumber |
| 8320 | HVAC I |
| 8319 | HVAC II |
| 8184 | Lead HVAC |
| 8318 | Water Distribution Mechanic I |
| 8317 | Water Distribution Mechanic II |
| 8310 | Lead Water Distribution Mechanic |
| 8296 | Stationary Engineer |
| 8073 | Lead Stationary Engineer |
| 8324 | Maintenance Mechanic |
| 9970 | Apprentice |

**B.** Pursuant to PERB Rules and Regulations for unit modification, certain classifications may be added to the above described UC Merced Skilled Crafts Unit by mutual agreement of the parties.

**C.** The term "employee" as used in this Agreement shall refer to any probationary, career, or limited employees of UC Merced in the above-mentioned unit except for those excluded pursuant to Section A above.

**D.** Classification: The term "classification" shall refer to the job title and title codes listed in this article.

**E.** "Prior to the implementation of a new or revised SETC classification the Union may request a meet and discuss session regarding the proposed new or revised classification. UC Merced will meet and confer over the conditions of employment and the wage rates of the new or revised classification."

## ARTICLE 2 – CLASSIFICATIONS AND RECLASSIFICATIONS

### A. Classifications

1. The term "classification" shall refer to the job title and title codes listed in Article 1, Recognition.

2. Bargaining unit employees' level and scope of assigned duties shall be documented in their job descriptions which shall be established and classified by the University. If an employee's duties and responsibilities undergo significant changes, the affected position(s) may be reviewed as described hereafter in this Article.

3. The University and the Union agree that employees should be assigned work consistent with the employee's job description.

### B. Request for Classification Review

A. An employee may request a review of the classification of his/her position to Campus Human Resources in accordance with the Campus Reclassification Procedures. The review shall be based on the employee's job description as approved by the supervisor. Campus Human Resources shall provide a response to the request within 90 (ninety) days after receiving the submission.

B. The University's Compensation unit will determine whether to reclassify the employee's position by evaluating the core functions and duties of the position and comparing them to pre-defined job families**,** classifications specifications, and comparable positions within the organization and/or external to the organization. Factors that may be considered include, but are not limited to, the scope of responsibility**,** skill**s** and competencies required to perform the position.

The classification review process will include all of the following:

a. a review of the incumbent's prior job description;
b. a review of a revised updated job description; and
c. a review of the organizational chart;

The classification review process may also include any of the following as necessary:

d. a review of any supplemental information;
e. survey interviews with the incumbent, supervisor and/or manager; or subject matter experts;
f. a review of a position questionnaire or survey;
g. a desk audit

3. If the employee is not satisfied with the results of the initial decision, s/he has fifteen (15) calendar days to request a secondary and final review by the Assistant Vice Chancellor, Human Resources, or designee. Such requests shall include a detailed statement by the employee indicating the reasons for disagreement with the original decision. The Assistant Vice Chancellor's or designee's decision will be final.

## 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, temporary layoff, indefinite 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 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."

Upon written request from the Union, the University shall provide to the Union a report of bargaining unit members. The report will include the employee's name, classification, date of hire, department and home address. Home addresses shall be made available to the Union provided that the employee has authorized, in writing, the release of his/her address. The release of home addresses shall be pursuant to Government Code Section 6254.3. For purposes of Article 41 – No Strike/No Lockout, notice to the home addresses provided herein shall meet the Union's obligation.

### C. Seniority

As used in the Layoff, Hours of Work, Overtime Articles, seniority is calculated by the number of full time equivalent months (or hours) of University service excluding employment prior to a break in service. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment is considered the least senior.

As used in the Vacation Article, seniority is determined by the date of appointment of the employee to the classification. If employees have the same date of appointment to the classification, the one with the most recent appointment to the shop or work location shall be the least senior.

### D. Rates of Pay

1. Base rate is the rate of pay exclusive of any additional pay, such as shift differential, overtime, compensatory time, or on-call pay.

2. Regular hourly rate is the employee’s base rate plus any shift differential, and on-call pay.

3. Salary increases are calculated on current base rate.

### E. Classifications

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

## F. Day

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

## G. Year

1. Fiscal Year. July 1 through June 30
2. Calendar Year. January 1 through December 31
3. Unless otherwise indicated herein, the term “year” shall refer to a fiscal year.

## H. Emergency

The term “emergency” shall be specifically defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect property, equipment, life, safety, and health, including affected research.

## I. Official University Business

A pre-approved activity that contributes to one of the University's major functions of teaching, research, patient care, or public service.

### ARTICLE 4 - NONDISCRIMINATION IN EMPLOYMENT

**A.** The provisions of this Agreement shall be applied to all members of the unit within the limits imposed by law or University regulation without regard to race, color, religion, union affiliation, marital status, national origin, ancestry, sex, sexual orientation, gender, gender expression, gender identity, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information, status as a covered veteran (special disabled veteran, Vietnam era veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized), service in the uniformed services, age, or citizenship.

**B.** For purposes of this article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, including a record or history of cancer or genetic characteristics. Genetic information includes family history. Pregnancy includes childbirth and related medical conditions. Service in the uniformed services includes membership, application for membership, performance of service, application for service or obligation for service in the uniformed services.

**C.** Allegations of a violation of this Article, only when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the Article to which the grievance is connected is grievable and/or arbitrable.

### ARTICLE 5—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 (1000) hours in a twelve (12) month period.

2. Conversion to Career Status. Except as provided in Section 3 below, in the event that an employee with a limited appointment attains 1000 hours of qualifying service within a 12-month period, the University will evaluate whether to convert to career status upon reaching the 1000-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 1000 hours of qualifying service.

    c. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1000 hours of qualifying service.

    d. Employees who have been converted to career appointments shall serve a probationary period in accordance with the provisions of Article 6, Probationary Period.

3. Conditions for Non-conversion to Career Status. Conversion to career status, as provided in Section 2 above, shall not occur when:

    1. The employee is hired as replacement for another person who is on an extended leave; or,

    2. 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,

    3. The funding for the position is “one time” funding of 18 months or less; or,

    4. The employee was hired specifically to work on a short-term project lasting no more than one (1) year.

    5. Limited Appointments shall not normally be hired instead of career employees.

    6. Termination of Limited Employees. Employees in limited appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to Article 27, Arbitration Procedure, of this Agreement.

    7. Disputes – A Limited Employee shall have the right to file a grievance through step two.

## ARTICLE 6 - PROBATIONARY PERIOD

**A.** All new career employees shall serve a probationary period of six (6) calendar months at fifty percent (50%) time or more without a break in service. Time on leave with or without pay is not qualifying service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period.

**B.** An employee who is required to serve a probationary period and who has worked in a limited appointment immediately preceding the career appointment, shall have up to 1,000 hours on pay status (the amount to be determined based on hours in pay status but exclusive of on-call and overtime hours), credited towards completion of the probationary period, provided that the credited time was served in the same position and with the same supervisor that the employee had immediately prior to the career appointment.

**C.** A Limited Appointment Employee hired or rehired into a career position of the same classification, in the same shop and under same supervisor, within thirty days of his/her break in service shall be credited with up to 1,000 hours on pay status on the same basis as provided for in paragraph B above.

**D.** Prior to the completion of a probationary period, the University shall make a good faith effort to evaluate the employee's performance. However, a probationary employee may be released at the discretion of the University provided the employee is not being released in violation of Article 4, Nondiscrimination in Employment. Other than probationary releases alleged to be based on discriminatory grounds, disputes arising from this Article are not subject to the Grievance or Arbitration Procedure of this Agreement.

## ARTICLE 7 - PERFORMANCE EVALUATION

**A.** The performance of each employee shall be evaluated periodically for the purpose of assessing and evaluating an individual's work performance and for providing guidance and assistance relative to the employee's work performance, in accordance with a process established by the University. If an employee does not receive an evaluation of performance and it has been at least a year since the last evaluation has been done, the employee shall be deemed to have performed satisfactorily. A performance evaluation does not constitute discipline nor corrective action.

1. The University shall provide the employee their performance evaluation no less than annually and according to the same schedule applicable to other employees in the department.

2. An employee shall have the right to provide a written rebuttal with the employee's signature within thirty (30) calendar days to his/her performance evaluation and to have that rebuttal attached to the performance evaluation. The written rebuttal shall be provided to the employee's immediate supervisor. Both documents shall be placed in the employee's personnel file.

3. An employee shall receive a copy of the signed performance evaluation, including the employee's rebuttal, if any.

**B.** If an employee does not receive an evaluation of performance and it has been at least a year since his/her last evaluation was completed, he/she may make a written request to his/her immediate supervisor that an evaluation be done. Upon request, a performance evaluation shall be provided no later than sixty (60) calendar days.

**C.** The University may counsel a bargaining unit employee concerning his/her performance, including but not limited to attendance and related performance issues. Such counseling shall not constitute discipline or corrective action. Upon the employee's written request, a counseling memoranda shall be destroyed and with or without a written request, shall not be used for any purpose eighteen months after the date of issuance if during that time there has been no further counseling or disciplinary action taken against the employee.

**D.** Disputes concerning alleged violations of Section B above shall be subject to the Grievance and Arbitration Procedures of this Agreement; however, all other disputes arising from this Article may be reviewed under the Grievance Procedure only of this Agreement.

## ARTICLE 8 - PERSONNEL FILES

### A. General Provisions

1. It is understood that there shall only be one (1) Official personnel file for each employee. Personnel files can be reviewed at Campus Human Resources.

2. Upon employee's written request, an employee and/or his/her representative, shall be able to review his/her official personnel file or departmental personnel file within a reasonable period of time in the presence of a representative of the University.

### B. Request for Inspection

Where the University determines that 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. Alternatively, an individual may provide the University with a written authorization allowing a designated SETC representative to receive a copy of the employee's personnel file(s) or identified portions thereof. Such written authorization shall be valid for a period of twenty (20) calendar days from the date thereof.

### C. Rebuttal Statements

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

### E. Grievance Files

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

### E. Protections from 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 shall be no charge for the first copy of the individual employee's own records. Request for additional copies will be ten cents (.10) per page. When they are requested, copies will be provided within a reasonable period of time.

### 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 personnel file, an employee believes that any portion of the material contained therein is not accurate, the employee may make a written request to the Assistant Vice Chancellor for Human Resources & Labor Relations, to have the material corrected. The University shall notify the employee in writing of the correction or of its denial of said request.

# ARTICLE 9 – APPRENTICES

## A. Apprentices

1. The University and the Union may jointly establish a State of California certified apprenticeship program as needed, that will involve coordinated work experience and vocational education.

2. Two bargaining unit members, not from same trade, will be released for four (4) hours/month beginning with the ratification of this agreement to share information and develop standards. The University & SETC will develop written apprentice standards for a UC Merced craft apprenticeship program by the expiration of this agreement. The due date may be extended by mutual agreement. Once the apprenticeship standards are finalized, the apprentice standards shall be attached to the agreement, as Appendix K. The apprenticeship program will be implemented at the sole discretion of the University based upon the availability of funding and resources.

# ARTICLE 10 - 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 that is required as a condition of employment 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 units or three 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, gymnasia, or student health services incidental to such reduced-fee registration. The University agrees that bargaining unit employees may use University facilities to the same extent as other University staff employees.

## 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 requested to the employee's immediate supervisor, in writing, twenty (20) working days in advance of the scheduled training program.

## G. Leaves For Training

If an employee requests leave for training, the University shall consider the request in accordance with Article 22 Leaves of Absence Without Pay, of this Agreement.

## H. Disputes

Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article 26, but shall not be subject to the Arbitration Procedure of the Agreement, Article 27.

## I. Professional Development

The University will permit access, on site to education/training, for up to ten (10) hours a calendar year per employee that is relevant to the employee's existing classification and is applicable to their continuing education units. Time spent on education/training will be paid. The 10 hours is not subject to roll-over each year and is subject to approval, scheduling and coordination by the University. Training may be in person or using on-line resources.

# ARTICLE 11 - PROMOTION AND TRANSFER

## 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.

2. A "promotion" is the change of an employee from one position to another position which is in a classification having a higher salary.

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 and Posting

Whenever it is determined by the University that a vacancy or new career position is to be filled a job posting, which includes the requirements for the position, shall be posted on the University electronic website at www.ucmerced.edu and union bulletin boards for a minimum of two weeks unless otherwise agreed to by the parties. Any eligible bargaining unit employee may, before the closing date stated in a notice, apply for a vacant position.

## 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. Employees desiring to compete and be considered for promotional, transfer, or career opportunities must meet the qualifications for the

position. The candidate determined by management to be the best qualified for the vacant position shall be selected. In those cases where candidate qualifications are essentially equal and affirmative action goals have been met, special consideration will be given to bargaining unit applicants to allow for promotional, transfer, or career opportunities. Lateral transfers under this Article shall not result in a reduction in base rate of pay.

## D. Transfers

Any eligible employee seeking a transfer to a posted position must apply for the position in accordance with Section B, Recruitment and Posting. The University will select the most qualified individual in accordance with Section C, Selection.

## E. Promotion

Any bargaining unit employee must be employed in his/her current classification for at least six (6) months of qualifying service before being eligible for consideration for promotion within the bargaining unit.

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.

## F. 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 or another UC campus, UC MERCED will provide assistance with the transfer of accrued vacation, sick leave and UCRP benefits if applicable, in accordance with University policies.

## G. Interviews

Employees who are scheduled for a job interview for positions at UC Merced 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 through the Grievance Procedure, Article 26, of this Agreement.

# ARTICLE 12 - HOURS OF WORK

## A. Standard Work Week, and Work Shift

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. Work Shift shall be defined as the normally assigned hours of work. The University will provide the Union with the current work shifts of bargaining unit employees upon ratification of this Agreement.

3. Work Week shall be defined as the normally assigned work shifts.

4. Work Schedule shall be defined as an employee's normally assigned days per week and the normally assigned work shift. The University will provide the Union with the current work schedules of bargaining unit employees upon ratification of this Agreement.

    a. The standard work schedule for full-time employees shall be forty (40) hours per workweek, shall be scheduled in shifts of eight (8) hours with each shift containing a thirty (30) minute unpaid meal period.

    b. A standard work schedule shall consist of five (5) consecutive workdays and two (2) consecutive days of rest exclusive of holidays, provided, however those employees in continuous operation whose work schedules may be altered to accommodate regular rotation changes in shifts would be exempt for the period of rotation.

## B. Meal Periods

1. Every three (3) months each employee shall choose their preferred schedule of a thirty (30) minute lunch or one (1) hour lunch. 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 at a premium of time and one half (1-1/2) per hour.

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 an unpaid 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 allowed by UC Merced policy.

## C. Work Schedules: Shift Hours

1. Work schedules shall be posted on bulletin boards for four (4) weeks in advance and shall remain posted throughout the life of the schedule.

2. The standard eight (8) hour shift hours shall be from 7am to 3:30pm for day shift, 3pm to 11:30pm for swing shift, and 11pm to 7:30am for night shift.

3. The standard ten (10) hour shift hours shall be from 7:00 a.m. to 5:30 p.m. for day shift and 5:30 p.m. to 4:00 a.m. for night shift. The work schedule shall consist of four (4) consecutive workdays.

4. The standard twelve (12) hour shift hours shall be from 5:30 a.m. to 6:00 p.m. for day shift and 5:30 p.m. to 6:00 a.m. for night shift. The standard four (4) hour shift shall be 5:30 a.m. to 9:30 a.m. for day shift and 5:30 p.m. to 9:30 p.m. for night shift. The work schedule shall consist of four (4) consecutive workdays.

5. The Work Shift and work weeks of all personnel shall be bid bi-annually by seniority or whenever new shifts or work weeks are created, as provided for the in C7 below.

6. All shift rotations shall be scheduled so that each employee is guaranteed the same number of hours within the pay period that he/she would have received had there been no shift change.

7. Management shall provide to the affected employees and the Union thirty (30) calendar days' notice of its establishment of a new shift or work week. **If** the Union requests a meeting within 10 days of receipt of the notice of the establishment of a new shift or work week, parties shall meet and discuss the effect to the new shift or work week. Such discussion will not delay nor prevent the establishment or implementation of new shift or work week.

8. An employee shall be notified of any change to an existing work week or shift at three (3) working days' in advance, except for an emergency.

    a. An emergency, critical services and plant operations, as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect property, equipment, life, safety, and health, including affected research.

    b. When a change in work week or shift is made without the requisite three (3) working days' notice, excluding changes to meet emergencies, an employee will be compensated at the overtime rate defined in Article 14 - Overtime, of this Agreement for all time worked on the new schedule or shift during the three (3) working -day notice period.

9. If an employee reports to work as scheduled and is not notified that his/her work schedule has been changed, he/she shall be paid for four (4) hours at the regular work hour rate.

10. Alternate 4/10 work schedule shall consist of forty (40) hours per workweek, shall be scheduled in four (4) shifts of ten (10) hours with each shift containing a thirty (30) minutes unpaid meal period.

11. Alternate 3/12 + 1/4 work schedule shall consist of forty (40) hours per workweek. Scheduled three (3) twelve (12) hour-shift and one (1) four (4) hour shift per week, with each twelve (12) hour shift containing a thirty (30) minutes unpaid meal period.

## D. Rest Periods

Rest periods not to exceed fifteen (15) minutes may be granted to employees no more than twice (2) in an eight (8), or ten (10) hour shift, and no more than three (3) times in a 12-hour 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, but if denied shall be granted as soon as practicable thereafter. A rest period cannot be taken in the first or last hour of the shift.

## E. Clean-up Period

A clean up period shall be deemed University, not personal time. Each employee may be permitted an appropriate length of time for a clean-up period at the end of each work shift, as necessary, not to exceed fifteen (15) minutes.

## F. Call-Back Time

1. Call-back refers only to those instances when an employee is ordered back to work without prior notice after completing a shift and leaving the premises or those instances when prior notice is given but the work begins at least three (3) hours after the completion of the regular work schedule.

2. An employee who is called back shall receive credit for a minimum of four (4) hours of work time.

3. Call-back shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.

4. The department shall select employees by trades to be called back in order of seniority and qualified skill sets. The call back shall be posted.

## G. On-Call

1. On-call is time during which an employee is not required to be at the work location but is expected to be available for return to work. An employee placed on-call shall be compensated at twenty percent (20%) of his/her base rate for each hour on-call. Management requires the employee to meet all of the following conditions: 1) to be reachable by telephone or beeper; 2) to remain within a forty-five (45) minute response time of UC MERCED; and 3) to refrain from activities which might impair his or her ability to perform assigned duties. An employee who is called to work shall receive credit for a minimum of four (4) hours at either the normal rate or at the rate of one and one-half (1-1/2) times the regular hourly rate after forty (40) hours worked in a normal work week, if applicable.

2. Employees may volunteer to work on-call assignments and qualified volunteers will be assigned first. In the absence of sufficient, qualified volunteers, the University shall make on–call assignments and shall attempt to allocate on-call assignments equitably among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of on-call work under this provision, management may consider special skills to perform particular work.

3. Employees contacted by management or designee while on-call or during non-scheduled hours, and asked to work remotely (e.g., answering questions over the phone or logging into a computer) shall be paid a minimum of one (1) hours of pay if the employee responds. Employees will be paid for actual time worked if it exceeds one (1) hours. Employees will be paid no more than one (1) hour of pay if they are contacted on multiple occasions during the same hour. Employees contacted on multiple occasions during the day with the exception of multiple contacts within the same hour, will be paid a minimum of one (1) hour per occurrence.

## H. Trading of Shifts

An employee may request in writing to trade shifts with another employee. Upon receipt of such written request, a supervisor, at his/her discretion, may approve the request. No penalty payment will be made for shifts traded at the request of the employee.

## I. Temporary Work Location

If an employee is temporarily assigned to work at a location other than in his/her regularly assigned section or geographical area, he/she shall report to the new work location unless otherwise directed by the University.

### ARTICLE 13 - UNIFORMS, TOOLS, AND EQUIPMENT

## A. Uniforms

Uniforms are attire, excluding shoes, which are worn for the purpose of ready visual identification of personnel when provided. The University shall have the sole discretion to determine who shall wear a uniform and the conditions under which it must be worn. Employees shall wear the uniform and maintain a proper appearance as specified by the University. If uniforms are required, the University shall provide and maintain clothing for each employee in accordance with current departmental practice. Uniforms shall be worn solely for University business.

## B. Laundering

1. Uniform laundering shall be the responsibility of the University. Employees are required to use the Laundry service unless otherwise specified.

## C. Tools

The University shall provide to bargaining unit employees the tools and equipment required to perform his/her assigned duties. Broken tools and equipment shall be returned to the employee's supervisor and the University will provide the employee with replacement tools, as appropriate, within a reasonable period of time. The University agrees to establish an inventory of tools and equipment assigned to each employee for which they have personal responsibility. Providing that management has provided a means to secure such tools and equipment, the employee shall reimburse the University for any tools and equipment lost or damaged due to negligence while such are assigned to/provided to that employee and/or at the time of his/her separation from employment.

# ARTICLE 14 – OVERTIME

## A. Definition

Overtime shall be defined as those hours worked which are worked by an employee in excess of forty (40) hours worked in one (1) week. Holiday(s), vacation, 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 forty (40) hours worked 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.

The University may approve compensatory time off at the appropriate rate in lieu of overtime pay at the employee's request.

No more than sixty (60) hours of overtime which require compensation at the time and one half rate (that is, 90 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 approved by the Department Head or designee and taken within two (2) six (6) month bank periods (January I-June 30; July I-December 31).

Banked compensatory time off which is not paid or scheduled within the bank 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 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.

## 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. 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 on a 12-hour shift is ordered to work 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 overtime 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, 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.

3. Overtime distribution shall be distributed evenly among employees in the same classification in a shop or work location, except where special skills or abilities are required.

## 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 $8.00. 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 to work past a regular meal time.

# ARTICLE 15 - SHIFT DIFFERENTIAL

## A. Shift Differential

1. An employee who works other than a day shift shall receive one dollar and fifty cents ($1.50) per hour in addition to his/her regular hourly rate of pay.

2. A shift differential shall be paid for all hours of a shift when four (4) hours or more of a shift are worked after 5:00 p.m. and before 8:00 a.m.

**ARTICLE 16 – HOLIDAYS**

## A. Eligibility For Holiday Pay

1. Full-time employees in career positions shall be eligible for holiday pay in accordance with the following conditions:

    a. An employee shall receive holiday pay if on pay status on his/her last scheduled work day before the holiday and on the first scheduled work day following the holiday.

    b. A new or rehired employee shall receive pay for any holiday immediately preceding his/her first day of work provided the holiday is the first working day(s) of the month.

    c. A continuing 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.

    d. A terminating employee shall receive pay for any holiday immediately following his/her last day of work provided the holiday is the last working day(s) of the month.

2. A full-time employee in a limited position and any part-time employee shall receive proportionate holiday pay up to a maximum of eight (8) hours per holiday based on hours on pay status, excluding holiday hours, over one-half (1/2) of the full-time working hours of the month or quadri-weekly cycle. 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.

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.

## B. Holidays Observed

The following days shall be granted as holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Cesar Chavez Day as designated by the Chancellor (last Friday in March)
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve

Christmas Day
New Year's Eve

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 or 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 normal rate or at the rate of one and one-half (1 1/2) times the regular hourly rate after forty (40) hours worked in a normal work week. Such employee(s) shall also receive eight (8) hours holiday pay at his/her base rate.

## E. Alternate Full-Time Work Schedule

An employee on an alternate full-time work schedule shall be 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 shall receive eight (8) hours holiday pay at his/her base rate.

## 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 compensatory time, if any, or is without pay.

# ARTICLE 17 – VACATION

## A. Definitions

For purposes of this Article, a vacation accrual period is defined as one calendar month for those employees who are paid monthly or one quadri-weekly cycle (i.e., two bi-weekly pay periods) for those employees who are paid bi-weekly.

## B. Eligibility to Earn Vacation

An employee who is appointed at fifty percent (50%) time or more of full time for a period of six (6) months or more is eligible to earn vacation from the date of his/her 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 on pay status at fifty percent (50%) time or more of full time.

## C. Qualifying Service to Determine Vacation Credit Earning Rates

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

1. A month of service at one-half 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 fulltime equivalent service to service at one-half 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. Vacation Credit Earning Rates

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

1. At the rate of .057692 hours per hour for an employee who has rendered less than ten (10) years of qualifying service;

2. At the rate of .069231 hours per hour for an employee who has rendered at least ten (10) but less than fifteen (15) years of qualifying service;

3. At the rate of .080769 hours per hour for an employee who has rendered at least fifteen (15) but less than twenty (20) years of qualifying service; and,

4. At the rate of .092308 hours per hour for an employee who has rendered twenty (20) years or more of qualifying service.

## E. Vacation Credit

Vacation credit for eligible employees is earned each vacation accrual period 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 the working hours of a vacation accrual period to earn vacation credit for that vacation accrual period.

## F. Accrual of Vacation

An employee shall accrue full or proportionate vacation credit for a vacation accrual period. The following criteria and procedures shall control vacation credit accrual:

1. Vacation credit shall accrue during leave with pay.

2. Vacation credit for each month shall be credited at the end of the month, 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 a month during which he/she is on pay status at least one-half the working hours of the month.

4. Vacation credit shall not accrue for time on pay status in excess of the fulltime working hours in a month.

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, except as provided in Section H. 3 below. 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.

## G. Waiting Period to Take Vacation

1. An employee who earns vacation from the date of his/her appointment shall not use such vacation until completing six (6) continuous months on pay status at fifty percent (50%) time or more.

2. An eligible employee who was employed from the State of California following completion of six (6) months of State service at one-half 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.

3. An eligible reemployed individual who previously completed the required waiting period may use vacation credit without serving another waiting period, provided the break in service was less than six (6) months.

## H. Scheduling of Vacation

Vacation leave shall be scheduled subject to 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. An employee may request that an absence for illness, disability, or personal reasons (for example, special or religious holidays) be charged to vacation. An employee must exhaust his/her sick leave accruals before using vacation accruals for any absence due to illness, injury, or disability (other than pregnancy disability) unless doing so is otherwise permitted by Article 22. Such request shall not be unreasonably denied.

3. Upon request, an employee shall be granted vacation before the employee's accrued credit reaches the maximum which the employee can accumulate. An employee shall be notified sixty (60) calendar days and thirty (30) calendar days before reaching the maximum vacation credit which he/she can accumulate. If an employee cannot schedule vacation due to operational considerations that employee shall have, on a one-time basis, an additional four (4) months within which he/she must take vacation to bring his/her accruals below the maximum. Vacation credits shall continue to accrue during this four (4) month period.

4. Except as provided in Section I.2 below, an employee shall not be paid vacation for the same period that he/she is working and on pay status in the employee's present position, or any other position paid by University funds.

5. Vacation schedules shall be established in each shop or work location on the basis of seniority in an employee's classification. An employee may split his/her vacation requests, but preference according to seniority shall only apply to an employee's first such request. Vacation requests will be submitted during the month of March for vacations to be taken between April 1 of the same year and March 30 of the following year. Requests submitted by March 30, will be reviewed and approved or denied by April 22. Requests submitted after March 30, will be approved on a "first-come, first-served" basis. Exceptions to this procedure may be granted to accommodate an employee who wants to make long-term vacation plans.

6. Occasional unscheduled vacation days may be granted subject to the operational requirements of the University, provided that they are requested at least four (4) work days in advance. Approval or denial of these unscheduled vacation days will be made as soon as possible.

7. Personal emergency vacation days may be granted at the discretion of supervision. The request for such emergency vacation shall be made 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, must be submitted to the designated University manager prior to vacation payment authorization.

8. Vacation schedules shall be posted in each shop or work location.

9. An employee may use vacation from the date of accrual; however, no vacation shall be used prior to the time it has been accrued.

## I. 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 and can transfer 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, cannot transfer vacation credit, or who is transferred to or from Department of Energy contracts shall be paid for accrued vacation.

## J. 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. Such terminal vacation shall be paid to the next highest hundredth hour. 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 18 - SICK LEAVE

**A.** Sick leave is provided to continue the salary of eligible employees who would otherwise be on pay status but who are unable to work because of illness, injury or disability. Sick leave is also provided for medical, dental and/or appointments for examinations or treatment by a licensed practitioner and, on a limited basis, in the event of death or illness of a family member.

## B. Definitions

For purposes of this Article, a sick leave accrual period is defined as one calendar month for those employees who are paid monthly or quadri-weekly (i.e., two biweekly pay periods) for those employees who are paid bi-weekly.

## C. Eligibility

An employee shall accrue full or proportionate sick leave credit for a sick leave accrual period. The following criteria shall apply:

1. An employee must be on pay status at least one-half 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.

## D. Accrual

Sick leave accrues each sick leave accrual period based on the percent of time or number of hours on pay status during that accrual period. Sick leave accrues at the rate of .046154 hours per hour for full-time employment.

1. 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.

2. Sick leave shall not accrue for time on pay status in excess of forty (40) hours in any workweek.

3. There is no maximum on the amount of sick leave that may be accrued.

4. 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 the working hours of the sick leave 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. Sick leave, which shall be reported and available for use, will be the full accrual rounded down to the nearest quarter hour. The balance not available for use shall be retained in the employee's sick leave accrual account.

3. An employee shall not use accrued sick leave beyond a predetermined date of separation, including retirement or layoff, or any leave without pay.

4. Proof of illness or disability may be required from an employee when a pattern of abuse is apparent to the supervisor and after review with management.

5. 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.

6. In addition to use of sick leave as stated in paragraph 5 above, a pregnant employee on approved leave without pay on the date of confinement is entitled to use accrued sick leave beginning on the date of confinement and continuing through the period that she is physically unable to perform the normal duties of her job.

7. 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, husband, wife, son, daughter, brother or sister; or of any other related person who is residing in the employee's household.

8. 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.

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

## F. Bereavement Leave

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, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, or grandparents; or of any other related person who resided in the employee's household. If the employee needs additional time, based on a personal obligation, the

employee may request vacation time and, subject to operational needs, that vacation time will not be unreasonably denied. Management may, at its discretion, request documentation regarding the need for the additional time.

## G. Transfer and Reinstatement of Sick Leave

1. An employee who is transferred, promoted, or demoted from one University position to another University position in which sick leave accrues and can be transferred shall have the sick leave transferred. An employee who is transferred, promoted, or demoted to a position in which sick leave does not accrue or in which sick leave cannot be transferred shall not have accrued 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.

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

3. 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.

4. State of California service is included as University service for the purpose of applying paragraphs 2 and 3 above.

5. An employee who has been laid off and who is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all accrued sick leave from prior service reinstated.

## H. Conversion of Sick Leave Upon Retirement

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

### ARTICLE 19 - 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. In order to be treated by their own doctors, employees must file a written "Designation of Treating Physician" with their department prior to any illness or injury occurring. If any state laws applicable to the University and relating to the subject matter of this Article are more generous to employees that currently provided for in this Article, the University will comply with the law.

## B. Use of Accrued Sick Leave and Vacation

1. 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.

2. 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.

3. 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.

4. A non-probationary employee who is receiving temporary disability payments for work incurred injury or illness and supplemental sick leave or vacation as described in Sections B 1. through 3. above, is considered on regular pay status. Sick leave and vacation accrued during this period may be used as soon as they accrue.

5. A probationary employee who is receiving temporary disability payments for work incurred injury or illness and supplemental sick leave or vacation as described in Sections B 1. Through 3. above, is considered not on regular pay status, and his/her probationary period may be extended. Sick leave and vacation accrued during this period may be used as soon as they accrue.

## C. Extended Sick Leave

1. An employee who remains disabled and who continues to receive temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the 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 percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one injury or illness. Extended sick leave constitutes an advance against permanent disability payments.

2. An eligible employee who does not have sufficient accrued sick leave to cover the three (3) calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.

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

4. An employee who is receiving temporary disability payments and extended sick leave benefits is considered to be on regular pay status, except for completion of the probationary period. However, sick leave and vacation accrued during this period are credited to the employee only upon return to work. If an employee separates without returning to work, the employee shall be paid for vacation for the period the employee received extended leave payment.

## D. Leave Without Pay

An employee on leave without pay and receiving temporary disability payments for work incurred injury or illness, accrues sick leave and vacation on the same basis as if regularly employed. Such accrued sick leave shall only be credited to the employee upon return to work. Vacation leave accrued while the employee was receiving temporary disability payments shall be credited to the employee if the employee returns to work. If an employee separates without returning to work, payment shall be made for the accrued vacation credit.

## E. Family and Medical Leave

An employee who is receiving supplemental leave (sick leave and/or vacation) and/or extended sick leave as described in Sections B. and C. above, shall have that time counted towards the 12-workweek entitlement to family and medical leave, provided that the employee is entitled to leave pursuant to Article 22 - Leaves of Absence without Pay.

## F. Right to Representation

While on medical leave, an employee has a right to union representation in accordance with the provisions of this Agreement.

## G. Separation

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

### ARTICLE 20 - MEDICAL SEPARATION

**A.** When the University determines that an employee is unable to satisfactorily perform the essential, assigned functions of his/her position due to a disability or other medical condition and determines that no reasonable accommodation exists without causing undue hardship, the employee may be medically separated.

1. Employees separated under this Article who had attained non-probationary career status are eligible for special reemployment procedures.

2. The University shall pay the costs of any medical examinations required by the University.

## B. Basis for Separation

1. A medical separation shall be based on

   **a)** a University statement describing the essential functions the employee is unable to perform satisfactorily; and
   **b)** a written review by the University Accommodation Consultant or other appropriate University representative determining that no reasonable accommodation exists without causing undue hardship; and
   **c)** any pertinent information such as medical information provided by the employee's health care provider or a health care provider retained by the University.

2. A medical separation may also be based on the employee's receipt of disability payments from a retirement system to which the University contributes.

3. An employee shall not be separated under this Article while he/she has accrued sick leave or while the employee is on extended sick leave. However, an 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.

## C. Notices

1. Notice of Intent.

   Advance written notice of the intention to medically separate the employee shall be given. The notice shall:
   a. State the reason(s) for the medical separation;

b. Include a copy of the materials on which the University is basing the intended action such as documentation related to the interactive process (see B.1 above) and medical information provided by the employee's health care provider or a health care provider retained by the University;

c. State the essential functions which the employee is unable to perform satisfactorily; and,

d. State that the employee has the right to respond in person or through a representative within fourteen (14) calendar days from the date of the notice. Such response may be oral or in writing.

2. Notice of Separation.

After review of the employee's timely response, if any, the University shall notify the employee of its determination. If it has been determined that separation is appropriate, the employee shall be given advance written notice of the separation date and the employee's right to appeal. Such notice shall be provided by hand delivery, or by placing the notice in the U.S. Mail addressed to the employee at the employee's last known home address. Proof of service shall accompany the notice.

## D. Special Reemployment Procedures

For a period of one (1) year following the date of a medical separation, a former non-probationary career employee may be selected for a position within the bargaining unit without the requirement that the position be posted. 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.

## E. Service upon Reemployment

If a non-probationary career employee separated under this Article is reemployed within the allowed period, a break in service shall not be deemed to have occurred.

**ARTICLE 21 - 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 positions.

## B. Interactive Process

1. When an employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the employee and appropriate University representatives about possible options for reasonably accommodating the employee's disability.
2. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the position to eliminate non-essential job functions; and leaves of absence.

3. 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.

4. As part of the interactive process, the University will review the affected employee's position and will consider relevant information related to the essential functions of the position; the employee's functional limitations;

possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the employee's suggestions regarding which accommodation(s) to implement; accommodations, if any, to be implemented will be at the sole non arbitrable discretion of the University. The University will not implement an accommodation that would present an undue hardship.

## C. Medical Documentation

The employee is responsible for providing the University Accommodation Consultant or other appropriate University representative with timely medical documentation regarding the employee's disability and how it limits the employee's ability to perform the essential functions of the position The University may require that a University-appointed licensed health care provider examine the employee and/or confirm the documentation provided by the employee. In such a case, the University shall pay the costs of the University-appointed health care provider. Upon the employee's written request, the University will provide to the employee or his/her medical provider the employee's job description and list of essential functions of the job.

## D. Trial Employment

When recommended by the University Accommodation Consultant, or other appropriate University representative and approved by the appropriate University official, a qualified non-probationary career employee with a disability or a former non-probationary career employee with a disability may be offered temporary trial employment in a position within the unit to evaluate the employee's interests and abilities. The length of this trial employment shall be determined by the University Accommodation Consultant in consultation with the employing department/division head and shall not exceed one (1) year. Positions used for trial employment shall not be designated as career.

## E. Special Selection for Other Positions

If the University determines that a non-probationary career status employee who becomes disabled cannot be reasonably accommodated in his or her current position, a search for an alternative vacant position for which the employee is qualified with or without reasonable accommodation will be conducted without the requirement that the position be posted.

# ARTICLE 22- LEAVES OF ABSENCE

## A. General Provisions

In accordance with the provisions of this Article, Leaves of Absence, with or without pay, may or will be approved by the University.

1. Non-medical leaves of absence, with or without pay, include: leave for jury duty, administrative or legal proceedings or personal leaves.

2. Medical Leaves with or without pay, include Pregnancy Disability Leave, Family Care/Medical Leave, which includes both Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1995 (CFRA), and Disability Leave.

3. If any state of federal laws applicable to the University and relating to the subject matter of this Article are more generous to employees than currently provided for in this Article, the University will comply with the law.

## B. Benefit Eligibility

1. Approved leave without pay shall not be considered a break in service. Except as provided for Pregnancy Disability Leave and Family Care and Medical Leave (See Sections G and H of this Article), an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans for the period of the leave by remitting to the University the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

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

## C. Pay Status

1. Periods on leave in a without-loss-of-straight-time pay status shall be considered time worked.

2. The provisions of Article 18 - Sick Leave, Article 17 - Vacations and Article 33 – Insurance and Retirement Benefits shall apply when employees are on an approved leave without pay.

## D. Requests for Leave

Except as provided in Section H. Family Care 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(s) of absence shall contain the requested beginning date, end date and any additional information as requested.

## F. Return to Work

**1.** Except as provided in Section G. Pregnancy Disability Leave, and Section H. Family Care 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 calendar months or less, or 12 months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.

**2.** 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.

**3.** An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

**4.** 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. Such absences shall be treated in accordance with Article 23 – Resignation & Job Abandonment.

## G. 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 extended illness or to care for a newborn or newly-adopted child.

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.

## H. Pregnancy Disability Leave

1. A female employee disabled on account of pregnancy, childbirth, or related medical conditions is entitled to a medical leave of absence in accordance with the provisions of this Article. Pregnancy Disability Leave may consist of leave without pay and/or paid leave such as accrued sick leave, accrued vacation leave, and compensatory time off. 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. Verification of medical disability for pregnancy-related purposes shall include, but is not limited to, a statement of a health care provider of the anticipated duration of disability; the estimated date of delivery; a statement that the employee is incapable of performing the essential assigned functions of her job; and the anticipated date that the employee will be able to perform the essential assigned functions of her job.

3. Time Periods

    a. During the period of verified pregnancy-related/childbearing disability, a female employee is entitled to and the University shall grant a medical leave of absence of up to four months. If a career employee's pregnancy-related/childbearing medical disability continues beyond four months, a personal leave of absence may be granted, for a total leave of absence not to exceed six months.

    b. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act, up to 12 workweeks of such leave shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, an employee shall also be entitled, if eligible, to up to 12 workweeks of State Family Care and Medical Leave for any covered reason except pregnancy or a pregnancy-related medical condition. When parental leave is granted under Section H. Family Care and Medical Leave, the total of parental leave and pregnancy-related/childbearing disability leave, when taken in conjunction, shall not exceed seven months.

4. Return from a Pregnancy/Disability Leave

    An employee who has been granted a medical leave of absence for pregnancy/childbearing disability purposes shall be returned to the same job provided the employee returns to work immediately upon termination of the pregnancy-related/childbearing disability and provided such return is within four months of the date on which the

pregnancy-related/childbearing medical leave commenced. If the same job was abolished during the leave, a similar job will be offered. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. A female employee who is also granted Parental Leave and Family Care and Medical Leave shall be returned to work in accordance with H.c.3) of this Article.

5. Continuation of Health Benefits

An employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave shall not be entitled to an additional 12 work weeks of health plan coverage under the State Family Care and Medical Leave Act.

## I. Family Care and Medical Leave

Employees who have at least one year of University service, and have at least 1,250 actual hours of work during the 12-month period immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of 12 workweeks of Family Care and Medical Leave in the leave year, except as otherwise provided in this Article. Actual hours worked does not include sick leave, vacation or compensatory time off hours or time paid for holidays 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 1,250 actual hours of work requirement.

Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation and compensatory time, and leave of absence without pay. For purpose of this section, leave year is defined as calendar year.

### 1. Definitions

a. Parental Leave is leave to care for the employee's newborn or a child who has been placed with the employee for adoption or foster care.

b. Medical Leave is leave granted for the employee's own serious health condition that makes the employee unable to perform the essential assigned functions of the employee's position.

c. Family Illness Leave is leave to care for the employee's child, parent or spouse with a serious health condition.

d. A family member for the purposes of family care leave is the employee's biological, adopted, or foster child, stepchild or legal ward who is under eighteen (18) years, a child for whom the employee stands in loco parentis, or an adult dependent child; a biological, foster or adoptive parent, stepparent or legal guardian, an individual who stood in loco parentis while the employee was a child; spouse or same or opposite sex domestic partner.

g. An employee's own serious health condition is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves the following:

1. inpatient care in a hospital, hospice, or residential medical care facility, or

2. continuing treatment by a health care provider for:

A. a period of incapacity of more than three (3) days

B. any period of incapacity or treatment due to a chronic serious health condition, or

C. any period of incapacity which is permanent or long-term due to a condition for which treatment may be effective.

f. Health care provider means an individual who is licensed in California to hold either a physician's and surgeon's certificate or an osteopathic physicians and surgeons certificate, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), physician assistant, nurse practitioners and nurse-midwives performing within the scope of their practice, Christian Science practitioners or any other health care provide that the employee's health plan carrier recognizes for the purposes of payment.

g. Equivalent position 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.

## 2. General Provisions

a. Time Periods

1. For Family Care and Medical Leave purposes only, 12 workweeks means 12 workweeks in a leave year for full-time employees. For employees who work less than full time or who work full time but on alternative work schedules, the number of working days shall be adjusted on a pro-rata basis.

2. Parental Leave shall be initiated and concluded within one year of the birth or placement for adoption or foster care of the employee's child. The University shall grant a Parental Leave of at least one day but less than two weeks' duration on any two occasions during any twelve (12) month period. The University at its discretion may require that any additional leaves requested during this same period be for a minimum duration of two weeks, unless otherwise required by law. The total of Pregnancy Disability Leave and Parental Leave, when taken in conjunction, shall not exceed seven months.

3. When medically necessary and supported by medical certification, the University shall grant an employee Family Illness and/or Medical Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of 12 workweeks in any 12-month period.

4. Where the employee requests an intermittent leave or leave on a reduced leave schedule for a planned medical treatment, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

5. A personal leave may also be granted for extended illness or to care for a newborn or newly-adopted child, to career employees who are ineligible for Family Care and Medical Leave or who are eligible for Family Care and Medical Leave but have exhausted their 12-work week entitlement in one work year. Such leave may consist of leave without pay and/or paid leave such as accrued sick leave, vacation and compensatory time off. The leave shall be requested at least 30 days in advance if possible.

6. The date of return is determined when the leave is granted. Extensions, if any, may be granted in accordance with this Article.

b. Notice

1. If the employee learns of the event giving rise to the need for more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and, at a minimum, 30 days prior to the commencement of the leave, if practicable.

2. If the need for the leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations.

3. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the University with as much advance notice as is practicable, and, at a minimum, within five working days after learning of the event.

4. An employee who fails to give 30 days' notice for a foreseeable leave, with no reasonable basis for the delay, may have his/her family care and/or medical leave denied until 30 days after the date on which the employee provides notice.

c. Certification

1. For the Employee's Own Serious Health Condition
When leave is requested for the employee's own serious health condition, the University may, at its discretion, require in writing that an employee's request for Family Illness or Medical Leave be supported by a written certification issued to the University by the health care provider of the individual requiring care. The certification shall be on a form provided by the University and shall include the following:

a. For the serious health condition of the employee the date on which the condition commenced;

b. a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform;

c. if known, and the probable duration of the condition and probable date of return to work;

d. whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of such schedule;

e. if the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.

f. Should there be any questions regarding 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. 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.

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

h. If certification or recertification is required, the employee shall return the certification within 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 denial of the leave until the required certification is

received. Failure to provide certification for an unforeseeable leave within the requested time period may result in denial of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given 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.

## 2. For the Employee's Family Member

A serious health condition for the purposes of family illness leave is an illness, injury, impairment, or physical or mental condition which warrants the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort.

When leave is requested to care for the employee's seriously ill family member, the University may, at its discretion, require in writing that an employee's request for Family Illness or Medical Leave be supported by a written certification issued to the University by the health care provider of the individual requiring care.

The certification shall be on a form provided by the University and shall include the following:

a. The certification should include for the employee's family member a statement that the family member has a serious health condition which warrants the participation of a family member to provide supervision or care and an estimate of the amount of time that the health care provider believes the employee is needed to provide care during the period of the treatment or supervision of the individual requiring care.

b. Whether the employee will need to care for the family member intermittently or on a reduced work schedule, and the probable duration that the employee is needed to provide care.

c. Confirmation of Family Relationship

5. University may, at its discretion, require an employee requesting leave to care for a family member with a serious health condition or requesting Parental Leave, to provide documentation of the familial relationship or proof of birth, placement for adoption or in foster care.

6. Failure to provide documentation within fifteen (15) calendar days of the University's request may result in delay of the leave until the required documentation is provided. If the employee fails to provide the required documentation and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.

## 3. Return to Work

An employee who has been granted a Medical Leave for reasons other than pregnancy-related/childbearing disability 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 denial of reinstatement until after the employee submits the required medical release certification. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. A limited employee granted a Family Care and/or Medical Leave is not entitled to reinstatement to his/her position if the employee's limited appointment ending date occurs before the scheduled return date.

When the employee requests an intermittent leave or a reduced work schedule, the University may, at its sole, non-grievable discretion, require the employee to transfer temporarily to an available alternate position which the

employee is qualified and which better accommodates the employee's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

An employee who fails to return to work on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job. Such absences shall be treated in accordance with Article 23 – Resignation and Job Abandonment.

## 4. Use of Accrued Paid Leave

a. An employee on approved Family Illness Leave may, at the discretion of the University, 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 10 percent of the vacation leave credit prior to taking leave without pay. Up to 30 days of accrued sick leave per year may be substituted for Family Illness Leave granted under this section, pursuant to Article 18.A. and 18. E.7.

b. An employee on an approved Parental 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 10 percent of the vacation leave credit prior to taking leave without pay.

c. An employee on leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 19 - 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 medical 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 10 percent of the vacation leave credit prior to taking leave without pay.

## 5. Duration

a. Family Care and Medical Leave shall not exceed twelve (12) workweeks in any leave year. In the event University policy and/or State or Federal law result in a different date of commencement for this twelve-month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees.

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

c. For employees who work part-time or a schedule other than an 8/40, the number of FMLA leave 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 FMLA leave based on her/his hours worked over the previous twelve (12) weeks preceding the leave.

d. When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for a reduced work schedule or intermittent leave including absences of less than one day.

Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of twelve (12) workweeks in the leave year.

e. When the employee requests an intermittent leave or a reduced work schedule, the University may, at its discretion, require the employee to transfer during the time of restriction to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

### 6. Continuation of Health Benefits

An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to 12 work weeks in the leave year. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health plan coverage under the State Family Care and Medical Leave Act. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

### *7.* Deferral or Denial of Family Care Leave Requests

a. An employee who fails to give 30 days' notice for a foreseeable leave in accordance with Section H.2.b.1, with no reasonable basis for the delay, may have his/her Family Care and/or Medical Leave denied until 30 days after the date on which the employee provides notice.

b. An employee who fails to provide certification or recertification as required may have his/her request for leave denied or deferred until the requested certification is provided.

c. An employee who fails to provide a required medical release certification to return to work, may have his/her reinstatement denied until a medical release certification is provided.

### 8. Review of Denials or Deferrals of Family Care Leave Requests

If an employee's request for Family Care and/or Medical Leave is denied, deferred, or otherwise provided short of the employee's initial request, such University action may, upon the employee's written request, be reviewed by the Department Head.

## J. Disability Leaves other than FMLA/CFRA/Pregnancy Leave

A disability leave of absence with or without pay is a leave due to non-work related illnesses or injuries. An eligible career employee shall be granted leave from work for medical reasons. This leave includes the combined use of accrued sick leave and the disability leave of absence without pay in accordance with the provisions of this article and Article 18-Sick Leave.

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

1. is medically incapable of performing the essential assigned functions of her/his job due to a non-work related illness or injury and

2. has furnished evidence of disability satisfactory to the University.

b. Duration – When the use of accrued sick leave and a disability leave of absence without pay are combined, a disability leave may be granted by the University for a total period of verified disability not to exceed six (6) months.

c. An employee granted a disability leave who is also applying for University disability for non-work related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking leave without pay.

d. In the event that the employee's accrued sick leave is greater than six (6) months, a disability leave of absence without pay in addition to the use of all accrued sick leave, shall not be granted.

e. If an extension to a disability leave of absence within the total six (6) month period is not granted, an employee will be medically separated in accordance with Article 20 - Medical Separation.

f. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated on the basis of medical condition in accordance with Article 20 - Medical Separation.

g. Return to Work – The employee shall not be reinstated from a medically-related leave of absence until a medical release certification is provided to the University within the time limits specified by the department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position.

## A. Jury Duty/Grand Jury Duty

1. A full-time career employee shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the employee's scheduled number of hours of work.

2. 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 day, Monday through Friday, day shift.

3. During the time an employee is responsible to the court for night time jury duty, the University will convert the employee's usual work shift to a regular five day, Monday through Friday, evening shift. Such an employee will receive shift differential only for hours actually worked on the evening shift.

## B. Witness Leave

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 he/she was required to spend at the administrative or legal proceedings, and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal work week. 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. Leave with pay shall not be granted when an employee is the plaintiff or defendant in a proceeding, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.

## C. Blood Donations

An employee may be granted leave with pay during his/her regularly scheduled hours of work for time actually spent whilst donating blood. Such leave shall not exceed two (2) hours per donation. Scheduling of such leave must be arranged with and approved by the employee's immediate supervisor. Granting such leave is subject to operational requirements.

## D. Community Service Leave

A non-probationary, career employee with satisfactory performance shall be granted release time not to exceed sixteen (16) hours per calendar year in order to provide volunteer services to University-sanctioned non-profit organizations engaged in charitable or community service efforts. A written request to take community service leave shall be submitted to the employee's supervisor and release time must be approved in advance by the Department head or designee.

Employees taking community service leave shall be required to provide proof of service upon returning from the leave.

# ARTICLE 23 - RESIGNATION & JOB ABANDONMENT

## A. Resignation

Employees who voluntarily separate from employment are, by definition, considered to have resigned their employment with the University. An employee who retires or otherwise voluntarily separates from a position with the University shall be required to submit a letter of resignation as notice of termination at least 15 calendar days prior to the effective date of such resignation/termination.

1. The final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee (in the form of a check) at the employee's work location on the day of separation when:

    a. an employee is discharged;
    b. an employee has a predetermined ending date; or
    c. an employee has given at least 72 hours' notice of intention to quit

2. When an employee does not give 72-hour notice of intention to quit, the University shall make the final paycheck available within 72 hours. Upon the employee's request, the final paycheck may be mailed to an address designated by the employee. If the date of pay falls on a Saturday, Sunday, or weekday holiday, actual payment may be made on the next business day. Monday through Friday will be considered business days (including Medical Centers and other 24/7 operations).

    Failure to report to work without having submitted a written notice of resignation/termination shall be treated as an abandonment by the employee of his/her position with the University.

## B. Job Abandonment

The University may treat unexcused failure to report to work for five (5) consecutive scheduled work days as an employee's abandonment of, and resignation from, her/his University position.

1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address by certified mail.

2. At the option of the employee, her/his response may be written or may be a meeting with a designated University official who has the authority to effectively recommend reinstatement of the employee.

3. Following the employee's timely response, or if no response was provided within the fourteen (14) calendar days, the designated University official shall issue a final decision.

4. The University's final decision, following completion of the requirements in §B.1-3 above, is not subject to the grievance and/or arbitration provisions of this Agreement.

**B.** The University shall notify the employee in writing at the employee's last known mailing address of all actions taken under the provisions of this Article.

## ARTICLE 24 - MILITARY LEAVE

### 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.

If any state or federal laws applicable to the University and relating to the subject matter of this Article are more generous to employees than currently provided for in this Article, the University will comply with the law.

### A. Eligibility for Pay and Benefits

i. 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 fiscal year.

ii. 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.

**iii.** 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.

**iv.** Monthly/Weekly Drills

Paid leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills.

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 17 - Vacation, Article 18 - Sick Leave and Article 16 - 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.

## B. Temporary Military Leave for Active-Duty Training

Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the United States Armed Forces is ordered to full-time active military duty for training for a period not to exceed one-hundred eighty (180) days, including time spent traveling to and from such duty.

## C. 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.

2. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period 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.

3. 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.

4. Sick Leave.

   Sick leave credit shall be retained on the records.

## D. Extended Military Leave

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.

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.

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.

## E. Emergency National Guard Leave

Military Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the president of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in section D.

4. 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.

5. Service Credit 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 17 - Vacation, Article 18 – Sick Leave, and Article 16 - Holidays.

## F. Physical Examination

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.

1. 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.

2. The University may require verification of an employee's military orders to report for a physical examination.

## G. 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.

## H. Military Caregiver Leave

Military Caregiver Leave is an additional type of Family Care and Medical Leave available to eligible employees. An employee may take Military Caregiver Leave to care for a family member who is a "covered service member" undergoing medical treatment, recuperation or therapy for a "serious injury or illness."

1. Eligibility Criteria and Duration

   An eligible employee is entitled to up to 26 workweeks of Military Caregiver Leave during a single 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 Family Care and Medical Leave set forth in Section H in Article 22 – Leaves of Absence.

2. Definitions

   a. "Covered service member" means (a) a current member of the regular Armed Forces (including a member of the Reserves; a member of the National Guard; or a member of the Armed Forces, the National Guard, or the Reserves who is on the temporary disability retired list) who has a "serious injury or illness" incurred or aggravated in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list or (b) a veteran of the Armed Forces (including the National Guard or the Reserves), provided that the veteran is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness" that was incurred or aggravated in the line of duty on active duty within five (5) years of the date on which the veteran left the Armed Services.

   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 an injury or illness (a) incurred or aggravated by the covered service member in the line of duty on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating or (b) of a veteran of the Armed Forces (including the National Guard and the Reserves), provided that the veteran's injury or illness was incurred or aggravated in the line of duty on active duty and that the medical treatment, recuperation, or therapy that the veteran is receiving for that injury or illness is occurring within five (5) years of the date the veteran left the Armed Forces.

   d. "Parent of a covered service member" means a covered service member's biological, adopted, 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 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 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 period of 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 26 workweeks of leave may be taken within any "single 12-month period." If an eligible employee does not use all of his or her 26 workweeks of leave entitlement to care for a covered service member during this single 12-month leave period, the remaining part of the 26 workweek entitlement to care for the covered service member for that serious injury or illness is forfeited. As with other types of Family Care and Medical Leave, 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 periods 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.

5. Use of Accrued Paid Leave

Military Caregiver Leave is unpaid leave, except an employee may use sick leave in accordance with Article 18 – Sick Leave and shall use accrued vacation time prior to taking leave without pay.

6. Advance Notice

Whenever possible, an employee shall provide at least 30 days' advance notice. If 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 28 – 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.

## I. Qualifying Exigency Leave

Qualifying Exigency Leave is an additional type of Family Care and Medical Leave available to eligible employees. If the employee is the spouse, domestic partner, son, daughter or parent of a "covered military member," the employee may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the covered military member is on activity military duty or has been notified of an impending call or order to active military duty in the Armed Forces.

1. Definitions

   a. "Covered military member" is an individual who is on "active duty or call to active duty status" and is either (a) a member of a regular component of the Armed Forces who is deployed to or returning from a foreign country due to service with the Armed Forces, (b) a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, or Coast Guard Reserve), or (c) a retired member of the regular Armed Forces or the Reserves.

   b. "Parent of a covered military member" means a covered military member's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered military member. The term does not include parents "in law."

   c. "Son or daughter of a covered military member" means a covered military member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered military member stood in loco parentis, and who is of any age.

   d. "Active duty or call to active duty status" means duty under a call or order to active duty (or notification of an impending call or order to active duty) in the Armed Forces.

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

      1. Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven or fewer calendar days prior to the date of deployment;

      2. Military events and activities, including official ceremonies;

      3. Childcare and school activities for a child of the covered military member who is either under age 18 or incapable of self-care;

4. Financial and legal arrangements to address the covered military member's absence or to act as the covered military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status and for the 90 days after the termination of the covered military member's active duty status;

5. Counseling (provided by someone other than a health care provider) for the employee, for the covered military member, or for the child of the covered military member who is either under age 18 or incapable of self-care;

6. Rest and recuperation (up to 5 days of leave for each instance) to spend time with the covered military member who is on short-term, temporary rest and recuperation leave during deployment;

7. Post-deployment activities to attend ceremonies sponsored by the military for a period of 90 days following termination of the covered military member's active duty and to address issues that arise from the death of the covered military member while on active duty status; and

8. Additional activities related to the covered military member's active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

2. Eligibility

An employee who is the spouse, domestic partner, son, daughter, or parent of a covered military member is eligible for Qualifying Exigency Leave if the employee meets the eligibility requirements for Family Care and Medical Leave set forth in Section H of Article 22 – Leaves of Absence.

3. Leave Entitlement

Eligible employees are entitled to up to 12 workweeks of Qualifying Exigency leave during a calendar year. As with other Family Care and Medical Leaves, Qualifying Exigency Leave also may be taken on an intermittent or reduced schedule basis.

4. Documentation and Certification

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

5. Use of Accrued Paid Leave

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

6. Notice

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

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 28 – Layoff and Reduction in Time.

8. 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 12 workweeks in a calendar year.

## J. Military Spouse/Domestic Partner Leave

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

1. 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 below);

    b. Perform services for the University for an average of 20 or more hours per week;

    c. Provide the University with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment, of the employee's intention to take the leave; and

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

2. Definitions

    1. "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.

    2. "Period of military conflict" means either of the following:

        a. A period of war declared by the United States Congress, or

        b. A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code section 395.10.

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

1. "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.

2. "Period of military conflict" means either of the following:

    D. A period of war declared by the United States Congress, orb. A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code section 395.10. 3. Substitution of Paid Leave This leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.

**ARTICLE 25 – DISCIPLINE AND DISMISSAL**

## A. Right to Discipline and Dismissal

The University shall have the right to discipline or discharge any non-probationary career employee for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.

## B. Types of Discipline

1. The University may discipline an employee by oral warning**,** written warning, plan of improvement, suspension without pay, demotion, or dismissal.

    a. A dismissal is the termination of the employment of a non-probationary regular status employee initiated by the University for any of the reasons set forth in this article.

    b. 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.

2. At least one written warning or plan of improvement shall precede any other corrective action except when corrective action is the result of performance or conduct that an employee knows or reasonably should have known, was unsatisfactory.

3. A counseling memorandum does not constitute discipline for the purposes of this Article. (See Article 7, paragraph C for additional provisions respecting Counseling Memos.)

4. A plan of improvement shall contain the following:

    a. Expectation of improvement
    b. Milestone timelines for improvement
    c. Time period(s) for improvement
    d. Training, if applicable

## C. Investigatory Leave

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, the University may place an employee on investigatory leave without pay and without prior notice.

Investigations will not normally exceed thirty (30) working days. An investigatory leave may be extended; however, such extension beyond thirty (30) working days shall be paid by the University.

If, upon conclusion of an investigation, neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the time on investigatory leave. If a suspension without pay is determined to be the appropriate discipline, a maximum of thirty (30) working days of the investigatory leave period may be applied to such suspension, if the employee was on leave without pay during the investigation period.

## D. Notice of Intent

1. The University shall provide written notice of the intent to impose a disciplinary suspension without pay for more than five (5) working days, disciplinary demotion and/or dismissal. The written notice shall be given to the employee either by delivery of the notice to the employee in person or by placing the notice of intent in the United States Mail, certified with return receipt requested, addressed to the employee at the employee's address of record, which is the employee's last known home address. The notice of intent shall be accompanied by "proof of service" indicating the date which the notice of intent was personally delivered or mailed, and this date shall constitute the "date of issuance" of the notice of intent.

2. The notice of intent shall:
   a. Inform the employee of the action(s) intended and the effective date of the action(s);

      **1.** Suspension: If the notice of intent shall be for a suspension inclusive in the period of the investigatory leave, inform the employee of the suspension dates;

      **2.** Dismissal: if the notice of intent shall be for dismissal following a period of investigatory leave, inform the employee of the University's intention that thirty (30) working days shall be without pay;

   b. The reason(s) for such action(s);

   c. Include materials relied upon to support the disciplinary action, if any;

   d. Inform the employee of the right to respond, either orally or in writing to the Skelly Officer; and the fact that such response must be received within fourteen (14) calendar days from the date the notice was issued; and,

   e. Inform the employee of his/her right to representation.

## E. Response to Notice

1. The employee and or the employee's representative may provide a response, oral or written within fourteen (14) calendar days from the date of issuance of such notice of intent.

2. After review of an employee's timely response to a notice of intent, if any, the University shall notify the employee of any action(s) to be taken. Such action(s) may not constitute discipline more severe than that described in the notice of intent.

3. Nothing in this Article shall be construed as preventing the University from imposing any discipline it deems less severe than that set forth in the notice of intent without issuing a new notice of intent.

## F. Skelly Hearing

Within fourteen (14) calendar days of the date the notice of intent was issued, the employee has the right to respond orally to the designated Skelly Hearing Officer. The Skelly Hearing Officer shall not be a University representative who was involved in the decision to impose a discipline.

At the Skelly Hearing, the employee shall be entitled to give an oral response, including any facts or arguments which the employee and/or the Union wishes to convey to the Skelly Hearing Officer.

Within five (5) calendar days after the conclusion of the Skelly Hearing, the Skelly Hearing Officer shall issue a final letter to the employee with a copy to the Union of any action(s) to be taken in accordance with Section D above.

## G. Grievance Procedure

1. Grievances must be filed in accordance with Article 26 – Grievance Procedure, Section B2.
2. Employees grieving suspensions of more than five days or dismissals may waive step 2 of the Grievance Procedure and proceed directly to Step 3, provided the University mutually agrees to such a waiver.

The time limits set forth in this section may be extended only by prior written mutual agreement of the Assistant Vice Chancellor for Human Resources & Labor Relations, or designee and the Union Representative.

## H. Removal of Written Warnings

Upon an employee's request, a written warning shall be destroyed eighteen (18) months after the date of issuance if during that time there has been no further disciplinary action taken against the employee. A written warning cannot be used to support subsequent discipline if there has been no further disciplinary action within eighteen (18) months following the issuance of the written warning.

## I. Written Warnings

Written warnings, unless used as a basis for subsequent disciplinary suspension or discharge, are not subject to Article 27, Arbitration.

## J. Oral Warning & Plan of Improvement:

Oral warnings and plan(s) of improvement are not subject to grievance and arbitration (Articles 26 & 27).

### ARTICLE 26 - GRIEVANCE PROCEDURE

## A. Definition, Eligibility, Consolidation, and Representation

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

2. **Eligibility.** Except, as otherwise provided in this Agreement, a grievance may be brought to the attention of the Office of Labor Relations through this procedure by an individual employee, a group of employees, or by the Union. A grievance may not be brought through this procedure by the University.

3. **Consolidation.** Grievances 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 Employee and Labor Relations Manager and the Union be consolidated for the purposes of this procedure; provided that the time limits described in this Article shall not be shortened or lengthened 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 a person or persons designated by SETC. Said representative shall not be a University employee who has been designated by the University as supervisory, managerial or confidential. If an employee is represented by the Union, only one SETC representative (i.e., a UC MERCED employee) and one SETC Officer shall participate in the Grievance Procedure.

## B. Procedure

### 1. Informal Review – Employee's Immediate Supervisor

**Step 1.** The employee must submit a written request for an informal review to his/her immediate supervisor, or designee. Within three (3) working days from the request, the immediate supervisor shall convene a meeting to discuss the grievance. All parties shall informally attempt a resolution of the matter before a formal grievance is filed. Informal resolutions, although final, shall not be precedent setting. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

Attempts at informal resolution do not extend time limits unless an extension is mutually agreed to in writing by the Employee and Labor Relations Manager or designee and the employee or his/her representative. The Union may file a formal grievance before the informal step is completed in order to meet the timelines set forth in Section B (2) below and said grievance shall be held in abeyance until the informal review is completed. The informal review must be completed within ten (10) calendar days of the filing of the grievance.

### 2. Department Review – Department Head or Designee

**Step 2.** A formal grievance initiation must be filed in writing on a grievance form mutually agreed to by the parties. The Office of Labor Relations must receive the written 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 fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first. Grievances not presented within the time limits specified in the contract shall be considered untimely and not eligible for the Grievance or Arbitration Procedure.

Formal grievance may be filed by hand delivery, U.S. mail, or email in the Office of Labor Relations and must be received by that office within the time periods referenced herein. The date filed shall be the date received in the Office of Labor Relations. If a grievance is received outside of normal business hours, the first following business day will be deemed the filing date.

During the Step 2 process, the alleged violations stated in the original grievance may be amended, by mutual agreement. Such amendment shall be in writing.

Formal grievance initiations filed by email must be sent to laborrelations@ucmerced.edu. The 'date of filing' for emailed grievance initiations shall be the date received on the University server, provided that the grievance is received during business hours. The University shall provide an acknowledgement of the Union's grievance, within (2) two business days.

Formal grievances must set forth:

a. The specific section(s) and provision(s) of the Agreement alleged to have been violated;

b. The action grieved and how it violated the above-mentioned provision(s);

c. How the grieving employee was adversely affected;
d. Name of the employee's representative, if any;

e. The date(s) of the occurrence of the alleged violation(s);

f. The date(s) the employee discussed the alleged violation(s) with his/her supervisor; and,

g. The remedy requested.

The department head or official designee shall review the grievance and shall meet with the employee(s) and his/her representative, to discuss the grievance when the grievance alleges violations of this Agreement which are not subject to arbitration (Article 6 – Probationary Period; Article 10 – Training & Development; Article 11 – Promotion & Transfer; Article 39 – Union Rights, Section E; & Article 40 – Management Rights). Within fourteen (14) calendar days after receipt of the Grievance, the department manager or designee who issues the decision shall schedule a meeting with the employee. A written response will be issued to the employee(s) with a copy to his/her representative and the Union, within fifteen (15) calendar days of the meeting with the department head or designee. If the department's response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 3.

When the grievance alleges violations of this Agreement which are subject to arbitration, the parties may mutually agree to waive Step 2 and proceed to Step 3 if the grievance is not resolved at Step 1.

### 3. Human Resources Review

**Step 3.** If the grievance is not resolved at Step 2, an appeal may be submitted in writing by the employee(s) or his/her representative to the Office of Labor Relations. The written appeal must be received by the Office of Labor Relations within twenty (20) calendar days of the date on which the written response to Step 2 was issued or due.

Formal grievance appeals may be filed by hand delivery, U.S. mail or email in the Office of Labor Relations and must be received by that office within the time periods referenced herein. The date filed shall be the date received in the Office of Labor Relations. If an Appeal is received outside of normal business hours, the first following business day will be deemed the filing date.

Formal grievance appeals filed by email must be sent to laborrelations@ucmerced.edu. The 'date of filing' for emailed grievance appeals shall be the date received on the University server, provided that the grievance appeal is received during business hours. The University shall provide an acknowledgement of the Union's grievance, within (2) two business days**.**

a. Within twenty (20) calendar days of the receipt of the Step 3 appeal, the Employee and Labor Relations Manager, or designee shall schedule a meeting to discuss the grievance. During the meeting the parties shall discuss information and contentions relevant to the grievance.

b. The Employee and Labor Relations Manager, or designee shall issue a written decision within twenty (20) calendar days following the Step 3 meeting. The decision shall be sent to the employee(s) and his/her representative. A copy of the decision also shall be sent to the Union with a proof of service attached. The date on the proof of service shall constitute the "date of issuance."

c. The Union may appeal the grievance to arbitration pursuant to the Arbitration Article within thirty (30) calendar days of the date on which the decision was issued or due. The parties may agree, on a case by-case basis, to attempt resolution of the grievance through mediation.

4. **Waiver.** The Employee and Labor Relations Manager, or designee and the Union Representative may mutually agree in writing to waive any and all steps of the Grievance Procedure. Such written agreement must be executed in advance of the expiration of the specific applicable time limits, i.e., no later than the last day of the applicable time limit.

5. **Time Limits.** Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits as set forth in Section B.4 above. 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, 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 the right to process the grievance to the next level.

6. **Pay Status.** Time spent by bargaining unit employees in investigation of grievances shall be on pay status as follows:

1. A maximum of eight (8) non-cumulative hours per month will be granted for such activities; and,

2. a. A request for the release time must be made to the employee's immediate supervisor at least twenty-four (24) hours in advance of the activity.

b. Whenever the University and the Union convene a meeting to mutually resolve grievance(s) during the scheduled work time of an employee who is a grievant or a representative, upon advance request, reasonable release time shall be granted to the employee(s) involved. Employee time spent at these meetings shall be considered as time worked.

c. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses at such meetings shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings. The University will make a good faith effort to alter the work hours for grievants and/or stewards who do not work the day shift. Said grievants and/or stewards shall not suffer a loss of regularly assigned shift pay when participating in the Grievance Procedure.

## C. Resolution

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. The University and the Union agree that any resolution of a grievance at Step 2 or thereafter shall be reduced to writing.

## D. Mediation/Arbitration

The University and the Union may mutually agree to mediation/arbitration with an agreed upon arbitrator.

### ARTICLE 27 - ARBITRATION PROCEDURE

## A. Request for Arbitration

A request for arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure. The written request for arbitration must be sent by certified mail or email and received by the Assistant Vice Chancellor for Human Resources & Labor Relations or designee within thirty (30) calendar days of the date on which the Step 3 grievance decision was issued or due. Arbitration requests filed by email must be sent to laborrelations@ucmerced.edu. The 'date of filing' for arbitration requests shall be the date received on the University server, provided that the request is received during business hours. If a request is received outside of normal business hours, the first following business day will be deemed the filing date. The University shall provide an acknowledgement of the Union's request for arbitration within (2) two business days.

Proof of service must accompany these mailings. An appeal to arbitration is considered filed on the date it is received in the Labor Relations Office.

## B. Selection of Arbitrators

Within fourteen (14) calendar days of a request for arbitration, the parties shall meet and attempt to reach agreement on an arbitrator. If no agreement is reached, the parties shall use the arbitrators listed herein by randomly drawing three names. The first arbitrator's name drawn shall be contacted and if the arbitrator's first available date is more than ninety (90) calendar days from the date of the request, the parties may agree to contact the second arbitrator's name drawn. If the second arbitrator's first available date is more than ninety (90) calendar days from the date of request, the parties may agree to contact the third arbitrator. If the third arbitrator is not available as specified above, the selection process shall be repeated until an arbitrator is selected. The arbitrator will be selected from the following:

1. Ms. Bonnie Bogue
2. Mr. Alexander Cohn
3. Mr. John Kagel
4. Mr. Robin Matt
5. Mr. Ken Perea
6. Mr. Michael Prihar
7. Mr. Franklin Silver
8. Mr. Barry Winograd

If an arbitrator on this list declines to take cases in this area, the parties will agree on a replacement.

## *C.* Arbitration Procedure

1. The arbitration procedure shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant material and the names of all witnesses who are to be called shall be identified and provided to the opposing party prior to the hearing. To the extent possible, witnesses and material should be identified at least seven (7) calendar days prior to the hearing.

2. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
3. Prior to the arbitration, the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.

4. Settlement proposals may be offered at any stage prior to or during arbitration.

5. The arbitration hearing shall be closed to the public unless the parties otherwise agree.

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 brief description of each issue under

submission, the position of the parties, the findings of fact, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy.

7. The arbitrator shall be limited to interpreting the written provisions of the Agreement regarding the issues submitted and shall have no power to add to, delete from, or otherwise alter the terms of the Agreement. If the arbitrator determines that a grievance was not received by the University within the time limits set forth in Article 26, Section B, the arbitrator shall have no jurisdiction to decide the merits of the grievance. The arbitrator shall have no jurisdiction to decide issues not specifically identified on the initial grievance form.

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

## D. Decision and Remedy

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in Paragraph 2 below, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and benefits received from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. The decision of the arbitrator shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing, unless the arbitrator notifies the parties that the time frame cannot be met.

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, the rescheduled date of the hearing; or

   c. Any period of time greater than sixty (60) calendar days prior to the date of the Informal Review, Step 1 of the Grievance Procedure, except for the correction of mathematical, calculation, recording or accounting errors. For grievances involving the correction of an error in the payment of wages or the correction of mathematical calculations, recording or accounting errors relating to the payment of wages (for example vacation leave, holidays, overtime, military leave or the amount of shift differentials, if any) shall not be made retroactive to a date earlier than two years prior to the date of the Informal Review, Step 1 of the Grievance Procedure.

## E. Release Time and Pay Status

Whenever an arbitration hearing or a meeting convened to resolve an arbitration is scheduled during the regular work time of an employee who is a grievant or a representative, release time with pay shall be granted to the employee(s) and his/her representative involved in said hearing or meeting so long as a request to the employee's immediate supervisor for release time is received at least twenty-four (24) hours in advance. Employees so released shall be granted leave with pay. For purposes of release time, it shall be assumed the employee is a day shift employee. University employees called as witnesses shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings convened to resolve the arbitration and for the arbitration hearing. Time spent in preparation for arbitration shall be on pay status as follows:

a. A maximum of ten (10) hours per month will be granted for arbitration-related activity; and,

b. A request for the release time described in subsection (a) above must be made to the grievant's and/or the representative's immediate supervisor at least twenty-four (24) hours in advance of the activity.

**ARTICLE 28 - LAYOFF AND REDUCTION IN TIME**

**A.** Should the University determine that layoffs are necessary due to lack of work or lack of funds, the following shall apply.

## B. Definitions

1. Temporary layoff and temporary reduction in time affecting a career position is for a specified period of less than four (4) calendar months from the date of layoff.

2. Indefinite layoff and indefinite reduction in time affecting a career position is one which no date for return to work, or no date of restoration to the employee's former appointment rates is provided.

3. Whenever the term layoff is used in this Agreement it shall be construed to encompass both indefinite layoff and indefinite reduction in time as defined above.

4. 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 furlough, temporary layoff, or indefinite 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.

5. Seniority is calculated by the number of full time equivalent months (or hours) of University service, excluding employment prior to a break in service. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment is considered the least senior.

## C. Minimization of Indefinite Layoff

1. The University shall attempt to minimize indefinite layoffs as defined in Section B2 above, from career positions by first reviewing the necessity for existing limited positions within the department. When a vacancy exists within the layoff 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 that the department head determines that the employee is qualified to perform the duties of that position.

2. Notwithstanding C1 above, the parties shall meet and discuss alternative solutions to layoffs within the first fifteen (15) days from the date of the notice of indefinite layoff. However, if agreement is not reached, the University may implement its decision.

## D. Temporary Layoff and Temporary Reduction in Time

1. 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 thirty (30) calendar days prior to the effective date. Concurrent notice shall be sent to the Union.

2. If an indefinite layoff or indefinite reduction in time should become necessary while an employee is on temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time, as set forth in Section E below, shall be applied.

## E. Indefinite Layoff and Indefinite Reduction in Time

1. Indefinite layoffs and reductions in time are by class (title code) or by craft within a department. For purposes of this Article, a craft is defined as a job family includes employees at the I, II, and Lead Levels as outlined in Appendix J. The order of indefinite layoff and reduction in time of employees in the same class or craft within a department shall be in inverse order of seniority.

2. Seniority. Seniority shall be calculated by the number of career full-time equivalent months (or hours) of UC MERCED service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be deemed the least senior.

3. Notice. Whenever feasible, an employee will receive at least thirty (30) calendar days' written notice prior to indefinite layoff or reduction in time. If less than thirty (30) calendar days' notice is provided, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days' notice. Prior to a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a non-probationary career employee shall be informed of the procedures for recall and preferential rehire. Concurrent notice shall be sent to the Union.

## F. Reemployment from Indefinite Layoff

1. Right of Recall to Department of Layoff. A non-probationary career employee who is separated or whose time base is reduced because of an indefinite layoff shall be recalled in order of seniority into any active and vacant career position for which the employee is qualified. Such position must be in the same class or craft, department and at the same or lesser percentage of time as the position held at the time of layoff.

2. Preference for Reemployment or Transfer. A non-probationary career employee who has been separated or whose time has been reduced due to indefinite layoff or who has received written notice of indefinite layoff or reduction in time within the two (2) calendar months prior to the effective date of layoff shall be granted preference within the Unit for reemployment or transfer to any active or vacant career position for which the employee is qualified provided the position is:

    a. At the same salary level or lower (as determined by the salary range maximum), and,

    b. At the same or lesser percentage of time as the position held at the time of layoff.

3. Reemployment at another University Location. The Employment Manager shall assist a non-probationary career employee on indefinite layoff who wishes to seek employment at another campus or laboratory.

## G. Duration of Recall and Preference Rights

1. A non-probationary career employee with less than five (5) years of seniority shall have recall and preference rights for reemployment for a period of one (1) year from date of layoff.

2. A non-probationary career employee with at least five (5) but less than ten (10) years of seniority shall have recall and preference rights for reemployment for a period of two (2) years from date of layoff.

3. A non-probationary career employee with ten (10) or more years of seniority shall have recall and preference rights for reemployment for a period of three (3) years from the date of layoff.

4. Employees shall respond affirmatively to periodic inquiries as to their desire to return or availability. In the event that an employee is no longer available or desires not to return, the right to recall and preference for reemployment shall expire one year after the effective date of layoff.

5. Rights to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in casual University positions.

## H. Termination of Right to Recall and Preference

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

a. Refuses an offer to return to a position, at the same or greater percentage of time, to the department and class or craft from which laid off; or,

b. Accepts a career position at the same or higher salary level and the same or greater percentage of time as the position held at the time of layoff; or, c.

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 at the time of layoff; or,

d. Is no longer available for the reasons specified in Section G.4 above; or,

e. Fails to respond to written notice of an employment opportunity.

## I. Acceptance of Employment

Preference for reemployment terminates if an employee accepts any career position at UC MERCED.

## J. 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.

## K. General Effect on Benefits

1. Subject to the employee's payment of full premiums, 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.

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.

## L. Merced 2020

KM-unit employees, active and on pay status, or on approved leave as of the date of ratification of the 2014 Successor agreement, will not have their hours reduced nor be laid off as a result of the implementation of the "Merced 2020" project. This also includes the position of Stationary Engineer that is actively being recruited for at the time ratification of this agreement. For reference, the date of ratification of this agreement is March 15, 2016.

### ARTICLE 29 – JOINT HEALTH AND SAFETY COMMITTEE

## A. Establishment of Committee

The University and the Union shall establish a Joint Health and Safety Committee for the skilled crafts unit. Said committee will discuss the implementation of safety regulations and safety training and make recommendations to the University.

## B. Composition of Committee

The Committee shall be composed of no more than three (3) bargaining unit representatives, including two (2) bargaining unit members and one (1) SETC paid representative, and no more than three (3) University representatives. The bargaining unit representatives shall not be from the same trade. Upon mutual agreement, each party may include additional representatives at the meetings of the Committee. Any participation in joint health and safety committee activities will be on pay status.

## C. Meetings of Committee

Meetings shall be scheduled quarterly, unless the parties otherwise agree, at the request of a designated SETC Representative or designated University Official. Items to be included on the agenda for the aforementioned Joint Health and Safety Committee meetings are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting. The Union shall contact the Office of Labor Relations at least fourteen (14) calendar days in advance to schedule the meeting.

## D. Occupational Safety & Health Administration (OSHA) Logs

The University shall provide CAL OSHA logs to SETC and/or post the logs in the Facilities Department as soon as the Campus develops updates to the CAL OSHA logs.

### ARTICLE 30 - HEALTH AND SAFETY

## A. Safety

1. It is the duty of the University to make a reasonable effort 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 UC MERCED's Injury and Illness Prevention Programs.

2. 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 conditions, and to follow the safety regulations and requirements of the University, and to report any unsafe practices or hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints pursuant to the University's Whistleblower Policy.

3. 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 Environment, Health and Safety or designee. Management shall contact Environment, Health and Safety or designee, and the employee may be reassigned to perform other work. If the work in question is determined to be safe by the Director of Environment, Health and Safety or designee, the employee may be ordered to perform the work. If the safety matter is not resolved satisfactorily, the Union may consult with the Campus Labor Relations Director or designee, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations.

## B. Protective Clothing and Equipment

1. The University may require unit employees to wear protective clothing.

2. Protective clothing is attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment protects the employee from exposure to hazardous working conditions. The University shall continue to provide clothing and safety equipment which it currently makes available to the employees covered by this Agreement. If protective clothing (e.g. overalls, coveralls, painter's whites) is required on a continuing basis, the University shall provide and maintain such clothing. Each employee who requires prescription/corrective lenses and is in a classification which requires the use of safety lenses shall receive one pair of prescription/corrective lenses per fiscal year.

3. UC MERCED will annually (July of each year) furnish up to one-hundred seventy-five dollars ($175) towards the purchase of safety shoes to all employees in the bargaining unit. Employees shall provide receipts to their supervisor for reimbursement. While on pay status, employees shall be required to wear the safety shoes unless otherwise directed by the University.

4. Purchasing Processes for prescription/corrective safety glasses and safety shoes shall be in accordance with Appendices E and F.

## C. Safety Training

1. The University will provide safety, health and environmental training consistent with the compliance requirements set forth in local, state, and federal regulations.

2. The University will provide appropriate safety training to bargaining unit employees including CPR and NFPA 70E training to employees. In addition, the University will provide hepatitis shots when employees request them.

3. The University and the Union agree that bargaining unit employees are required to carry out their job duties without endangering their own health or safety or that of other employees. The University and the Union further agree that no employee may manufacture, distribute, dispense, sell, use or be under the influence of alcohol or illegal drugs while performing their job duties.

## D. Disputes

Disputes concerning this Article shall not be subject to the Arbitration Procedure of this Agreement

## ARTICLE 31 - MISCELLANEOUS PROVISIONS

### A. Absences

If an employee fails to notify the University of his/her absence, such an absence will be deemed to be unauthorized.

Employees shall contact their immediate supervisor regarding absences. Notices will be posted in each shop regarding reporting procedures.

Unexcused failure to report to work for five (5) consecutive work days may be treated as an employee's abandonment of, and resignation from, her/his University position as per Article 23.

### B. Lie Detector (Polygraph) Tests

No employee shall be required as a condition of continuing employment to take a lie detector test.

### C. Licenses and Certificates of Competence

1. The University, as a condition of employment, shall continue to require such licenses and certificates of competence for given position(s) as per current practice. Proof of valid licensure and/or certification must be given to the University for retention in the employee's personnel file. Any employee who fails to maintain required licensure and certification may be subject to discipline, up to and including termination.

2. If, during the term of this Agreement, a new governmental requirement for licensure and/or certification is established that changes the terms and conditions of employment for bargaining unit employees, the parties shall meet and confer concerning the effects of the new requirement.

3. Bargaining unit employees are required to maintain a valid California Driver's License. The University shall provide a reasonable number of trucks, carts and/or vehicles to bargaining unit employees when necessary to perform their assigned duties. The University may supplement vehicles with hand carts, and/or golf carts as deemed by University. Subject to make purchase/lease of vehicles upon budget allowance.

4. If a bargaining unit employee receives notice of the suspension or revocation of their California Driver's License, said employee shall immediately report the same to his/her immediate supervisor. An employee's failure to report either the notice of or actual revocation or suspension of said license, may lead to discipline, up to and including termination. Where necessary, the University shall reassign said employee's job duties; however, said reassignment shall not exceed thirty (30) days unless the University and the Union agree to a greater period of extension, which said agreement shall be reduced to writing.

5. If maintaining a valid California driver's license is an essential function of the position, the employee will still be expected to perform all functions of the position without the use of a University vehicle.

### D. Mileage Reimbursement

Whenever an employee is authorized by the University to use a private vehicle to conduct University business, the employee shall be reimbursed for mileage at the prevailing University rate.

## ARTICLE 32 – PARKING

A. The University shall provide parking to the same extent and under the same conditions and applicable parking fees as normally provided for other unrepresented University non-management staff employees.

1. Parking increases shall not exceed five (5) dollars per month per fiscal year for the lifetime of this agreement.

2. Employees who work a shift in which three (3) hours or less of that shift occur during parking enforcement hours shall be eligible for reduced parking rates.

## ARTICLE 33 - INSURANCE AND RETIREMENT BENEFITS

Employees in this unit are eligible to participate in a number of benefit programs generally available to non-management, non-supervisory, non-confidential, nonacademic employees of the University who are not exclusively represented. The current benefits for each plan are briefly summarized in Appendix D. However, the Union understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for each plan, the details of the most current benefit program information can be found at http://ucnet.universityofcalifornia.edu.

If during the term of this Agreement the University chooses to alter the coverage, rate of contribution, or carrier of these plans as they apply to other staff employees described above, the Union will be notified of any such proposed change(s) before they are implemented. Upon the Union's request, the University will meet and discuss on the proposed change(s).

A. 2016 Tier

The parties agree to meet and discuss alternatives to the currently proposed UCRP 2016 TIER. In the event the parties do not achieve agreement by March 1, 2016 the 2016 TIER, retiree health eligibility, and employee UCRP contributions approved by THE REGENTS and as applied to non-represented staff employees will apply to all employees hired, rehired following a break in service, or who become UCRP eligible on or after July 1, 2016.

## ARTICLE 34 - DEATH PAYMENTS

### A. Death Payments

1. Upon the death of an eligible employee of the University, a sum equal to the salary of the deceased for one (1) month shall be paid to the surviving spouse, or if there is no surviving spouse, to the deceased's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. The University also provides a term life insurance policy for eligible employees in the amount of one times the employee's annual covered salary rate multiplied by the percent time of the employee's appointment. PERS members are covered for this amount minus the $5,000.00 PERS death benefit. The maximum benefit for PERS members is $45,000.00. The maximum benefit for all other eligible employees is $50,000.00. Benefits are payable to the employee's named beneficiary.

2. In addition, the University of California Retirement System pays a $7,500.00 death benefit plus one month's final salary to the employee's beneficiary if the employee was still employed at the time of death. Benefits are paid to the employee's named beneficiary.

## B. Eligible Employee

1. For the purpose of the one (1) month salary death payment payable by the University, an eligible employee is one who has completed six (6) continuous months on pay status at fifty percent (50%) time or more without a break in service prior to death.

2. For the purpose of the University paid life insurance and the UCRS death benefits, an eligible employee is one who is a member of a retirement system at the University. The benefit(s) is payable if an employee dies while in active service on pay status or within the first four (4) months of an approved leave without pay or temporary layoff.

## C. Eligible Dependent

For the purpose of the death payment, an eligible dependent(s) is defined as one receiving the majority of support from the deceased employee in accord with Internal Revenue Service regulations.

## D. Employee Earnings

The department head shall initiate the necessary action in order that payment of any vacation, salary, overtime, or other monies due to the deceased employee can be made. Such payment is made in accordance with Accounting Manual Section P-196-25 (Employee Death Payment). Payment shall include the deceased employee's salary for the day of death, unless the employee was on leave without pay on the day of death.

# ARTICLE 35 - DUES DEDUCTIONS

## A. Dues Deduction and Agency Shop Fee

1. **Dues Deduction.** Upon request of an employee in the UC MERCED 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 Fee.** Upon notification to the University by the State Employee's Trades Council (SETC-United) and University employees in the bargaining unit who choose not to become members of the unit 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 SETC shall not exceed the monthly dues that are payable by members of SETC. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to SETC.

3. **Exemption from the Agency Shop Fee**. Any employee in this unit who is a member of a bonafide 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 the SETC 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 SETC.

    1. Boys and Girls Club
    2. A Women's Place

3. Meals on Wheels

4. **Check Processing.** The University further agrees to send a check to the Union for all union dues and/or agency shop fee deductions which have been requested by employees or is required for 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 ($0.07) for each dues deduction made from a paycheck.

**5. Indemnification.** The amount of dues or agency shop fee 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 and the agency shop fee. 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 or agency shop fees during the terms of this Agreement. The Union agrees to hold the University harmless from liability for any errors in withholding or transmitting

dues or agency shop fees except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund 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 within thirty (30) calendar days of the expiration of this Agreement.

## C. Financial Report

SETC shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the employees who are members of SETC within 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 operating statement, certified as to accuracy by the president and treasurer or comparable officers. SETC shall provide a copy of said report to the UC MERCED Director of Labor Relations within 60 days after the end of SETC's fiscal year.

## D. Severability

In the event the fair share provisions 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.

### ARTICLE 36 - LABOR-MANAGEMENT RELATIONS

A. Meetings may be scheduled quarterly, unless the parties otherwise agree, at the request of a Union Consultant or SETC Officer or the designated University official for the purpose of informally discussing actual or potential employer-employee relations problems. Items to be included on the agenda for the aforementioned labor-management meetings are to be submitted at least seven calendar days prior to the scheduled date of the meeting if at all possible.

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, except that addendums to the Agreement are permitted by mutual agreement of the parties.

C. Unless otherwise agreed by the parties, the University will provide release time for a maximum of two (2) bargaining unit employees, not from the same trade, to attend such meetings when they occur during the employee's shift. Upon request of the Union, management may approve 1 additional bargaining unit employee to attend the meeting. Requests will not be unreasonably denied.

## ARTICLE 37 – BARGAINING UNIT WORK

The University and the Union agree that bargaining unit work will be performed by bargaining unit employees and that supervisors and non-unit employees shall not normally perform work done by bargaining unit employees. However, management reserves the right to assign supervisors or non-unit employees to perform 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.

## ARTICLE 38 – SUB-CONTRACTING

A. When determining whether or not to subcontract bargaining unit work, the University shall 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. With the exception of said past subcontracted work, the University will make reasonable efforts to perform unit work in-house.

When making any decision to contract out Bargaining Unit work, management shall consider the following factors before contracting out the work:

a. Costs
b. Materials, tools, and equipment
c. Supervision
d. Time constraints
e. Project priorities
Availability of qualified bargaining unit employees who have the special skills and licensures to perform the project work on overtime

Under no circumstances, shall the University split a project and sub contract and perform part in house when multiple trades are required.

B. Upon written request by the Union, twice 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 $50,000 in total, or painting work which is less than $25,000 in total.

C. UC Merced and SETC agree it is not their intent to layoff employees who are doing bargaining unit work. The University agrees to notify the Union, at least thirty (30) calendar days in advance, except in an emergency

situation, of its intent to subcontract any unit work which would result in the layoff of unit employees The parties shall meet and discuss in accordance with Article 28, Layoff and Reduction in Time, Section C2.

D. The University and the Union 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' quarterly labor-management meeting pursuant to the provisions of Article 36 of this Agreement.

## ARTICLE 39 - UNION RIGHTS

### A. Union Access

Duly authorized representatives of the Union shall be permitted access to work locations in which employees covered by this Agreement are employed. Such access shall not interfere with the work of the employees. Management may require prior approval for such access. Access to employees shall not be arbitrarily denied.

### B. Bulletin Boards

The University will furnish Union bulletin board space at locations where employees covered by this Agreement are employed. The board space shall not include any derogatory information about UC MERCED or the Regents of the University and shall be used only for legitimate Union information 'not posted on doors', including but not limited to:

1. Union recreational, social, and related news bulletins;

2. Scheduled Union meetings;

3. Information concerning Union elections or the results thereof;

4. Reports of official business of the Union including reports of committees or the Executive Board; and,

5. Any other written material which first has been approved by the Union, and signed by an authorized Business Representative.

### C. Use of University Facilities and University Equipment

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

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

3. SETC stewards may use University computers for Union business in accordance with the University's Electronic Mail/Electronic Communications Policy.

4. SETC stewards may use University copiers, printers and fax machines at a cost of ($.07) per page for black and white and thirty-eight cents ($.38) per page for color. SETC will reimburse the University for said costs when billed at the designated SETC address. Permission to use UC copiers, printers and fax machines for Union business must be obtained in advance of such use from stewards immediate supervisor**.** Abuse of this privilege shall preclude that steward from future use.

## D. Union Stewards

1. The Union shall be entitled to designate a reasonable number of employees to act as stewards for the employees covered by this Agreement. The Union shall furnish the University official or designee with the names of the employees selected as stewards. Any change in the appointment of the designated stewards shall be made known to the designated University official. There shall be no more than a total of two (2) stewards at UC MERCED; provided, however, that there shall be no more than one (1) steward per shop on any shift; no more than one per trade.

2. Union business/activities shall not be conducted on an employee's scheduled work time nor shall such business/activities interfere with University programs and operations except as referenced in Section D(3) hereafter.

3. Union activities that are covered under the various Articles of this Agreement, may be conducted on an employee's scheduled work time as referenced in the applicable Articles Grievance Procedure, Article 26 (B)(6), Arbitration Procedure, Article 27 (E), Labor-Management Relations, Article 36 (C), Joint Health & Safety Committee, Article (29).

## E. No Reprisals for Union Activity

The University is prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against stewards and bargaining unit members, or from otherwise interfering with, restraining, or coercing stewards because of the exercise of any rights given by this Agreement. A full-time SETC Consultant or Officer may file a grievance concerning steward reprisal with the Campus Labor Relations Office. If the grievance is not resolved, it may be the subject of an unfair labor practice charge. Section E of this Article shall not, however, be subject to the Arbitration Procedure in this Agreement.

## F. Release Time for Meet and Confer

Employees appointed by the Union shall be granted a reasonable amount of release time for the purpose of meeting and conferring at the bargaining table. Not more than two (2) employees shall be provided release time unless the parties mutually agree otherwise. Employees on release time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work.

Arrangements shall be made by the University and the Union to enable swing and graveyard shift employees to participate in the meet and confer process, if necessary, as long it does not impact the University's ability to provide services. The Union shall provide the designated University official with the names of employees requiring such release time at least three (3) working days in advance of the meet and confer session unless the parties mutually agree otherwise. The University shall not arbitrarily deny a particular request for release time.

## G. Leave of Absence for Union Business

1. Short Term Leaves

Any employee covered by this agreement who has been officially appointed by the Union as an officer, delegate or steward may be granted a leave of absence for union activities. The aggregate of all such leave(s) shall not exceed a total of fourteen (14) working days per calendar year. Time may be extended if mutual agreed.

The Union will submit to the Labor Relations Office a written list of all designated Union officers, delegates, and stewards annually within the month of January. Any changes to the original list must be provided to the Labor Relations Office in writing.

2. SETC shall reimburse the University for all costs of employee compensation, including but not limited to, salary plus all benefits paid to the employee. Time the employee is on leave shall be without loss of benefits or compensation. UC MERCED will submit billing to SETC at the designated SETC address for the leave referenced herein. SETC will pay said sum to the Regents of the University of California care of UC MERCED and submit to the Campus Cashiering Service Office within thirty (30) days of the date of said bill.

A written request for such leave(s) of absence must be submitted to the University official or designee at least fifteen (15) working days prior to the effective date of the leave. The request shall not be unreasonably denied, however, the University need not grant the leave when it can demonstrate compelling operational reasons.

## H. New Orientation Packets

The University and the Union agree that the Union will supply SETC Orientation Packets to UC Merced Human Resources Office for distribution to each bargaining unit employee at the time of hire into the unit.

### ARTICLE 40 - 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 work force including but not limited to the right to: establish the University's missions, programs, objectives, activities and priorities; plan, direct and control the use of resources, to achieve the University's missions, programs, objectives, activities and priorities; develop implement, and administer affirmative action programs; establish, modify and administer procedures, rules and regulations (subject to notice to SETC Representative of new policies and procedures as set forth in Article 42, Waiver, of this Agreement) and determine the methods and means by which operations are to be carried on, introduce new or improved methods, programs, equipment or facilities or change or eliminate existing methods, programs, equipment or facilities; determine the location or relocation, reorganization, or discontinuance of operations, determine where employees shall work; determine and modify job classifications and job descriptions; assign work, schedule days and hours of work including overtime; establish the size, composition and qualifications of the work force; recruit, hire, assign, direct, develop, promote, transfer, demote or layoff casual, career, or probationary employees; establish, modify and enforce standards of performance, conduct and safety for employees; maintain safety in its operations; and 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 the Grievance or Arbitration Procedures 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 41 - NO STRIKE/NO LOCKOUT

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

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

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

1. The Union further agrees to maintain critical services in the event of any activity by any individual(s) or labor organization(s) which interferes with the operations of the University. Such critical services include, but are not limited to maintenance and operation of: 1) future medical and patient care facilities; 2) research facilities on the UC MERCED campus and/or its satellite facilities; 3) UC MERCED computer operations; and 4) facilities in which valuable collections are maintained.

2. Any employee who violates this Article may be subject to disciplinary action up to and including discharge.

**D.** Should any activities in violation of this Article occur, the Union 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/or 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.

1. 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 42 – WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity. The University and the Union, for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered 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 except for any new University policies or procedures created during the term of this Agreement that pertain to the terms and conditions of employment for bargaining unit employees. Notices of proposed changes in University policies and/or procedures shall be directed the designated SETC Representative and, upon written request, the University will meet and confer with the designated Representative regarding proposed changes to University policies and procedures affecting bargaining unit employees' terms and conditions of employment. The University and the Union agree that this Agreement supersedes and replaces all prior Agreements, Understandings and policies, and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit.

## ARTICLE 43 – 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 party requesting to meet on a substitute provision must contact the other party in writing within thirty (30) calendar days from the date both parties learn that the provision(s) are declared invalid in an attempt to reach agreement on a substitute provision.

## ARTICLE 44 – WAGES

A. General wage increases

a. Effective first full pay period following the date of signing the Memorandum of Negotiators (Appendix B), all bargaining unit employees shall receive a 4% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in the updated Appendix C.
b. Effective first full pay period which includes July 1, 2016, all bargaining unit employees shall receive a 4% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in the updated Appendix C.
c. Effective first full pay period which includes July 1, 2017, all bargaining unit employees shall receive a 3.5% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in the updated Appendix C.
d. Effective first full pay period which includes July 1, 2018, all bargaining unit employees shall receive a 3% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in Appendix C.
e. Effective first full pay period which includes July 1, 2019, all bargaining unit employees shall receive a 3% base-building across the board increase. The increase will be reflected in the new flat rates, which will be shown in Appendix C.
f. The first increase will be processed not more than 60 days after ratification and made effective as per the date described in A.a.

B. Lead employees will receive the same increases as all other employees (A. above). Increases will be reflected in the new flat rates, which will be shown in the updated Appendix C.

C. Maintenance Mechanics (Title Code 8324)

a. Effective first full pay period including July 1, 2016, Maintenance mechanic flat rate will receive an additional $.50/hour to the flat rate, applied before the aforementioned 4% across the board increase (A.b.)
b. Effective first full pay period including July 1, 2017, Maintenance mechanic flat rate will receive an additional $.50/hour to the flat rate, applied before the aforementioned 3.5% across the board increase (A. c.)

D. Apprentice pay rates will be determined pursuant to the agreement of the University and Union in accordance with Article 9.

E. 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 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 45 – DURATION

This Agreement shall become effective on March 15, 2016 and shall remain in full force and effect until 11:59 p.m. on December 31, 2019 This Agreement shall automatically renew itself unless either of the parties requests in writing that negotiations for a successor Agreement commence. Unless the parties agree otherwise, notification of such a request must be submitted by either party at least ninety (90) days prior to the expiration of this Agreement, and as early as March 1, 2019, with an exchange of proposals and actual negotiations to begin with thirty calendar days thereafter. This Agreement shall remain in full force and effect while negotiations for a successor agreement are continuing.

## ARTICLE 46 - OUT-OF-CLASS ASSIGNMENT

A. An employee who is temporarily assigned to perform all the duties on a full-time basis of a position in a classification with a salary rate higher than the employee's regular appointment for eleven (11) consecutive working days or more shall be considered to be in an out-of-class assignment. The employee shall be paid at the rate commencing on the twelfth ($12^{th}$) working day in the out-of-class assignment in accordance with section B.

B. Commencing on the twelfth ($12^{th}$) working day in the out-of-class assignment, the employee shall be paid for all hours worked in the out-of-class assignment at either two salary steps over his/her regular salary or the minimum of the higher position's range or whichever is higher. Such out of class pay shall be at least four (4) percent above employee's regular salary.

C. The period of the out-of-class assignments will not exceed twelve (12) months unless an extension is mutually agreed to by the Union and Management. After twelve (12) months if it is deemed that a vacancy exists the vacancy shall be filled in accordance with Article 11.

D. An out-of-class assignment requires prior approval of the Department Head.

E. During an out-of-class assignment the employee remains covered by the collective bargaining agreement.

F. 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.

G. Disputes arising out of this article may only be reviewed through step two of Article 26, Grievance Procedure.

# 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**

By: _____

Dwaine B. Duckett
Vice President
Human Resources & Benefits

Date: 3/15/16

By: _____

Peter Chester
Director
Labor Relations

Date: 3/15/16

**THE STATE EMPLOYEES TRADES COUNCIL-UNITED**

By: _____

Matthew Ross, Attorney – Leonard, Carder
For SETC-United

Date: 3/14/16

## APPENDIX B

## MEMORANDUM OF THE NEGOTIATORS

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

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

The parties agree that when the approval process has been completed, the Agreement will become effective when the document has been signed by the authorized representative from both parties.

**FOR THE UNIVERSITY OF CALIFORNIA, MERCED**

3-8-2016

Kurt Steinhoff — Date
Chief Negotiator

3-8-16

Fabiola Elizalde — Date
Employee & Labor Relations Manager

3-9-16

Jonathan Lampman — Date
Director
Physical Plant, Crafts and Alterations

3.9.16

Edvardas Dabbs Vilciauskas — Date
Director of Housing

**FOR THE STATE EMPLOYEES TRADES COUNCIL-UNITED**

3-8-16

Matthew Ross – Leonard, Carder LLP — Date
Chief Negotiator

3-9-16

Jeff Slayter — Date
Plumber
Chief Steward/SETC Board Member

3-9-16

Justin Potts — Date
HVAC Mechanic
Bargaining Committee Member

3-9-16

Oz Smith — Date
Maintenance Mechanic
Bargaining Committee Member

3-9-16

Danny Ward — Date
Stationary Engineer
Bargaining Committee Member

3-10-16

Chris Colon — Date
Electrician
Bargaining Committee Member

**APPENDIX C**

| Title Code | Job Title | Current Hourly | Effective first full pay period following the date of signing Memorandum of Negotiators (4% ATB) | .50/Hour July 2016 | Effective first full pay period which includes July 2016 (4% ATB) | .50/Hour July 2017 | Effective first full pay period which includes July 2017 (3.5% ATB) |
|---|---|---|---|---|---|---|---|
| 7745 | ELECTRN LD MC | 32.48 | 33.78 | | 35.13 | | 36.36 |
| 7995 | ELECTRN 2 | 30.93 | 32.17 | | 33.45 | | 34.62 |
| 7996 | ELECTRICIAN 1 | 28.56 | 29.70 | | 30.89 | | 31.97 |
| 7753 | LEAD CARPENTER | 29.41 | 30.59 | | 31.81 | | 32.92 |
| 7993 | CARPENTER 2 | 27.86 | 28.97 | | 30.13 | | 31.19 |
| 7994 | CARPENTER 1 | 26.24 | 27.29 | | 28.38 | | 29.37 |
| 7752 | LEAD LOCKSMITH | 31.12 | 32.36 | | 33.66 | | 34.84 |
| 7999 | LOCKSMITH 2 | 29.57 | 30.75 | | 31.98 | | 33.10 |
| 8058 | LOCKSMITH 1 | 26.24 | 27.29 | | 28.38 | | 29.37 |
| 8073 | STY ENGR LD | 30.41 | 31.63 | | 32.89 | | 34.04 |
| 8296 | STY ENGR | 28.86 | 30.01 | | 31.21 | | 32.31 |
| 8294 | PHYSICAL PLANT OPERATOR | 25.62 | 26.64 | | 27.71 | | 28.68 |
| 8310 | WATER DISTRIBUTN MECHANIC,LEAD | 32.37 | 33.66 | | 35.01 | | 36.24 |
| 8317 | WATER DISTRIBUTION MECHANIC II | 30.83 | 32.06 | | 33.35 | | 34.51 |
| 8318 | WATER DISTRIBUTION MECHANIC I | 29.62 | 30.80 | | 32.04 | | 33.16 |
| 7751 | LEAD PLUMBER | 31.25 | 32.50 | | 33.80 | | 34.98 |
| 8315 | PLUMBER 2 | 30.22 | 31.43 | | 32.69 | | 33.83 |
| 8316 | PLUMBER 1 | 28.47 | 29.61 | | 30.79 | | 31.87 |
| 8184 | MECHANIC, HVAC, LEAD | 32.98 | 34.30 | | 35.67 | | 36.92 |
| 8319 | HVAC 2 | 31.44 | 32.70 | | 34.01 | | 35.20 |
| 8320 | HVAC 1 | 28.47 | 29.61 | | 30.79 | | 31.87 |
| 7754 | LEAD PAINTER | 29.41 | 30.59 | | 31.81 | | 32.92 |
| 7997 | PAINTER 2 | 27.86 | 28.97 | | 30.13 | | 31.19 |
| 7998 | PAINTER 1 | 26.24 | 27.29 | | 28.38 | | 29.37 |
| 8324 | MAINTENANCE MECHANIC | 24.90 | 25.90 | 26.40 | 27.46 | 27.96 | 28.94 |

## APPENDIX D

## ENUMERATION OF UNIVERSITY BENEFITS

### A. HEALTH BENEFITS

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

Dental Program – Dental plans are available to eligible employees. Employees may cover themselves and their family members.

Vision Program – A vision plan is available to eligible employees. Employees may cover themselves and their eligible family members.

### B. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM

**University of California Retirement Plan**

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

**UC Retirement Savings Program**

1. Tax-Deferred 403(b) Plan – Voluntary participation in the UCRS Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.

2. 457(b) Deferred Compensation Plan – Voluntary participation in the UCRS 457(b) Plan is available, effective October 1, 2004, to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.

3. Pre-Tax/Safe Harbor Account - Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants are offered a mix of internally and externally managed investment options.

4. After Tax Account – Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty

(20) hours per week. Payroll deductions may be invested in a mix of internally and externally managed investment options.

**C. LIFE INSURANCE**

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

**D. OTHER INSURANCE**

1. Accidental Death & Dismemberment Insurance – eligible employees may purchase Optional AD&D insurance. A variety of coverage and amounts are available to cover employees and their eligible family members.

2. Business Travel Accident Insurance - Employees who are traveling on official University business are covered by $100,000 of accidental death and a scheduled dismemberment insurance.

3. Disability Insurance

   a. Short-Term Disability Insurance – Short-Term disability insurance is available to eligible employees. Eligible employees are automatically covered by the plan paid for by UC.

   b. Supplemental Disability Insurance - Optional supplemental disability insurance may be purchased by eligible employees. This optional coverage augments the Short-Term Disability Insurance referenced above, and provides Long Term Disability Income.

4. Legal Expense Insurance Plan – A legal expense insurance plan may be purchased by eligible employees. The plan is employee-paid through payroll deductions.

5. Auto/Homeowner Insurance – Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.

**F. OTHER BENEFITS**

1. Tax Effective Salary Reduction Programs

   a. Retirement Tax Savings Plan – Required monthly participant contributions to the DC Plan Pretax Account are automatically deducted from gross pay before federal, state, and FICA taxes are calculated.

   b. Tax Savings on Insurance Premiums (TIP) – Employees eligible for certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After

the University contribution, is applied, if any, the net insurance premiums are deducted from gross pay before federal and state taxes.

2. Dependent Care Assistance Program (DepCare) – DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pre- tax, salary reduction basis.

3. Health Care Reimbursement Account (HCRA) – The Health Care Reimbursement Account is available to eligible employees and allows them to pay for eligible health care expenses not covered by the employee's medical, dental, or vision plans on a pretax salary reduction basis.

4. U.S. Savings Bonds - Through payroll deductions, investments can be made in United States Series EE Savings Bonds.

5. Death Payments – Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).

6. Alternate Retirement Plans – Employees covered by alternate retirement plans are subject to that plans rules and regulations, and not subject to UCRP coverage.

7. Staywell – UC's wellness initiative for employees and their adult family members enrolled in most UC-sponsored medical plans excluding Kaiser. It features an annual health assessment, online health resources, interactive tools, and wellness coaching.

8. Sittercity – A new resource to help faculty and staff find emergency backup care for their children, elderly parents or other household assistance.

**APPENDIX E**
**SETC**

Safety Glasses Procedure

**C&J Optical**
731 East Yosemite Ave., Suite F
Merced, CA 95340
209-384-1779

Safety frames come with side shields for protection

| | | Cost: | |
|---|---|---|---|
| Frame | | $60.00 | |
| **Single Vision plastic lens** | | $30.00 | |
| Anti scratch coating (required) | | $15.00 | |
| | **Total** | **$105.00** | Plus tax |

| | | | |
|---|---|---|---|
| Frame | | $60.00 | |
| **Bifocal prescription** | | $55.00 | |
| Anti scratch coating (required) | | $15.00 | |
| | **Total** | **$130.00** | Plus tax |

| | | | |
|---|---|---|---|
| Frame | | $60.00 | |
| **Trifocal prescription** | | $70.00 | |
| Anti scratch coating (required) | | $15.00 | |
| | **Total** | **$145.00** | Plus tax |

| | | |
|---|---|---|
| **Frame** | **$60.00** | |
| **Progressive lens (Bi or Tri-focal)** | **$100.00** | |
| **Anti scratch coating (required)** | **$15.00** | |
| **Total** | **$175.00** | **Plus tax** |

**Lens price may be augmented based on prescription requirements (UC will cover)**

Extra coat poly-carbonate is $25 (employee's option and expense)

Upgraded frames to $90 (employee's option and expense past $60)

**Transition Lens (Single) $60 - (employee's option and expense)**

**Transition Lens (Bi or Tri-focal) $80 - (employee's option and expense)**

They do not have any samples for us to take out.

Employees would go to vendor, pick out frame & give prescription.

**Frames selected must meet ANSI Standard Z87.1 (most recent version)**

Vendor will fax UC a quote & we will fax back a PO #.

Vendor will contact employee when glasses are ready for pickup.

Employees are responsible for handling this business on their time

**APPENDIX F**
**SAFETY SHOE PROCESS/NOTIFICATION**

In accordance with Article #30 of the SETC-Merced Skilled Crafts Agreement, UC MERCED will annually furnish up to $**175** towards the purchase of safety shoes to all employees in the bargaining unit. To meet IRS regulations pertaining to allowable reimbursement of uniform expenses, the following criteria must be met:

- Safety shoes must satisfy safety requirements according to CAL OSHA standards.
- Safety shoes must comply with American Society of Testing and Materials (ASTM) Standard ASTM F2412-11, and ASTM F2413-11 (most recent versions)
- The footwear must provide metatarsal protection, either steel or composite toe construction.
- Safety shoes must be used solely for work.
- Employees will be reimbursed up to $175 per year with the documentation required as follows:
    - Employee must substantiate the purchase with an original receipt.
    - Claims for reimbursement must be made within a reasonable amount of time from purchase date. A reasonable amount of time will be defined as no later than 21 days from original purchase date.

A list of preferred vendors is available; however, use of preferred vendors is not required.

| |
|---|
| I certify that: 1.) the expenses claimed were incurred by me; 2.) to the best of my knowledge the shoes I purchased qualify for reimbursement under the above statement; and 3.) I am authorized to receive this reimbursement as a current SETC member making a claim for the first time this contract year.<br><br>_____<br>Employee's Signature Date<br><br>_____<br>Print Name |
| _____<br>Approvers' Signature Date<br><br>_____<br>Print Name |

**APPENDIX G**
**SAFETY LOCKOUT ACKNOWLEDGEMENT**

**A.** Each appropriate employee shall be supplied with 10 (ten) unique locks and its key, and a multiple locking device. The key shall not be duplicated; however, each Superintendent and/or University locksmith shall have a master key to the locks used in his/her Shop. The lock will be marked to identify the employee to which it is issued.

**B.** Each appropriate employee shall also be supplied with tags to use only when the equipment or disconnect device cannot be locked out.

**C.** Whenever the disconnect site is not immediately visible at all times to the employee working on the equipment or utility, the employee shall lock the appropriate disconnect switch or circuit breakers. The employee may tag-out the same devices only if the device cannot be locked out. If more than one employee is working on the same equipment or utility, each employee shall lock out or tag out.

**D.** Potential hazards, such as a machine's operating parts and certain mechanical equipment, can slip accidentally. Employees need to prevent this by making any movement impossible by blocking gears, dies, or other mechanisms; by releasing coiled springs, spring-loaded devices, and securing cams; by putting blocks under raised dies or any equipment that might descend, slide or fall; by using blocks or special stands to prevent failure or slippage of the hoist or elevating device under raised vehicles.

**E.** Locks or tags must be promptly removed when repair or maintenance jobs are completed. If more than one employee has locked or tagged out, each must remove his/her own lock or tag.

**F.** This article shall be duplicated and given to each employee and the employee shall sign, date and return the article acknowledging that it has been read and the employee understands its contents.

**G.** Each employee will be required to attend and adhere to University provided Lock-Out/Tag-Out training and procedures presented by EH&S representative every calendar year.

Appendix H

UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ

# SETC-UNITED COMPENSATORY TIME OFF (CTO) ELECTION FORM

UNIVERSITY OF CALIFORNIA, MERCED
ADMINISTRATIVE OPERATIONS
DIVISION OF ADMINISTRATION
5200 North Lake Road
MERCED, CA 95343
Phone: (209) 228-4400
Fax: (209) 228-4660

In accordance with the University of California (UC) and State Employees Trade Council (SETC)-United, Article 14, Overtime; with Side Letter of Agreement Request for Compensatory Time Off or Pay. As stated in the Agreement, *"An employee may elect two times each calendar year whether any overtime worked for the next six month period shall be paid or banked and taken as Compensatory Time Off. This election shall be made on the Overtime Election Form provided by management and must be submitted at least five business days prior to the payroll update deadline for the month preceding the next (6) month banking period of either January 1 -June 30 or July 1 -December 31 of each calendar year."*

Your department designee shall grant your preference for the payment of overtime or compensatory time off (CTO) for any and all compensable overtime you work as defined in Article 14 with Side Letter of Agreement Request for Compensatory Time Off or Pay. Once your preference on compensation for overtime is made it will remain unchanged until a new compensation form is signed. A new form will be made available every six months.

Please check one of the boxes provided and affix your signature as indicated below.

I, [Insert Employee Name], agree to receive CTO as stated above.

Print Name _____ Signature _____ Date _____

I, [Insert Employee Name] , decline the offer to receive CTO as stated above .

Print Name _____ Signature _____ Date _____

Supervisor or other Department Representative

Print Name _____ Signature _____ Date _____

Original - Employee Personnel File

Appendix I

**UNIVERSITY OF CALIFORNIA**
**FORMAL CONTRACT GRIEVANCE**

Allegations of a violation of a contract in effect between the University and SETC-United, must be filed on this form. See your contract for details regarding the filing of grievances.

**ALL INFORMATION REQUESTED BELOW MUST BE PROVIDED EITHER PRINTED OR TYPED.**

| GRIEVANT NAME, Last, First, Middle Initial | | GRIEVANT'S CLASSIFICATION TITLE |
|---|---|---|
| GRIEVANT'S JOB LOCATION CHOOSE ONE | GRIEVANTS WORK TELEPHONE | BARGAINING UNIT |
| ADDRESS TO WHICH REQUIRED CORRESPONDENCE MAY BE SENT TO GRIEVANT | | |

IF REPRESENTED IN THIS GRIEVANCE, PROVIDE THE FOLLOWING:

| REPRESENTATIVE'S NAME | REPRESENTATIVE'S ORGANIZATION | REPRESENTATIVE'S TELEPHONE NO. |
|---|---|---|
| | SETC-United | |
| REPRESENTATIVE'S ADDRESS (City, State, and Zip Code) | EMAIL | |

**ALLEGED VIOLATION OF AGREEMENT**

Set forth Section and provision allegedly violated, the action grieved and how it violated stated provisions; how grieving employee was adversely affected; and the remedy requested.

SETC-United believes that this action has violated Articles XX ,all pertaining to this _____ action, as well as articles of the Agreement to be identified through the grievance process.

SETC-United believes these violations and practices are continuing. Accordingly, consider this grievance to concern both contract violations of the type alleged in this grievance which both precedes and those which may follow the filing of this grievance.

SETC-United alleges this conduct has happened in the past and has effected some of the named above grievants. Accordingly you should consider this a group grievance affecting the above named grievant(s), on account of this practice complained in this grievance.

SETC-United files this grievance based on the information known by us as of this date. We reserve the right to modify this grievance after further investigation, meeting with the university in this grievance process and based on additional or changed facts discovered through our investigation and by information provided by the University in response to our information requests.

**REMEDY REQUESTED**

SETC-United requests

SETC-United requests

SETC-United seeks to make all affected employees whole for the loss of their contract rights, including but not limited to back pay and compensation for the loss of all other contract benefits. This applies both to violations of the contract which precede and those which may follow, the filing of this grievance, with or without the filing of a possible amendment to this grievance.

| GRIEVANT SIGNATURE/DATE | REPRESENTATIVE SIGNATURE/DATE |
|---|---|
| | |

UNIVERSITY USE ONLY

| LOCATION | UNIT | YEAR | NAME OF DESIGNATED GRIEVANCE OFFICER | | | |
|---|---|---|---|---|---|---|
| DATE RECEIVED | DELIVERY METHOD | INFORMAL REVIEW DATE | CAREER<br>CASUAL | FULL TIME<br>PART TIME | PROBATION | REFERENCE NO. |

**APPENDIX J**

**JOB FAMILY**

This appendix references title codes and job titles that are in the bargaining unit in Article 1, Recognition. The families link titles together for the purposes of applying to Article 28, Layoff and Reduction in Time.

| | | |
|---|---|---|
| Carpenter Job Family | | |
| Carpenter I | | 7994 |
| Carpenter II | | 7993 |
| Lead Carpenter | | 7753 |
| | | |
| Electrician Job Family | | |
| Electrician I | | 7996 |
| Electrician II | | 7995 |
| Lead Electrician | | 7745 |
| | | |
| HVAC Job Family | | |
| HVAC I | | 8320 |
| HVAC II | | 8319 |
| Lead HVAC | | 8184 |
| | | |
| Locksmith Job Family | | |
| Locksmith I | | 8058 |
| Locksmith II | | 7999 |
| Lead Locksmith | | 7752 |
| | | |
| Maintenance Mechanic Job Family | | |
| Maintenance Mechanic | 8324 | |
| | | |
| Painter Job Family | | |
| Painter I | 7998 | |
| Painter II | | 7997 |
| Lead Painter | | 7754 |
| | | |
| Plumber Job Family | | |
| Plumber I | | 8316 |
| Plumber II | | 8315 |
| Lead Plumber | | 7751 |
| | | |
| Plant Engineer Job Family | | |
| Physical Plant Operator I | 8294 | |
| Stationary Engineer | | 8296 |
| Lead Stationary Engineer | 8073 | |
| | | |
| Water Distribution Job Family | | |
| Water Distribution Mechanic I | | 8318 |
| Water Distribution Mechanic II | | 8317 |
| Lead Water Distribution Mechanic | 8310 | |

**APPENDIX K**

**Maintenance Mechanic Class Concept, discussed during Negotiations**

During negotiations, the parties discussed the attached class concept. Its inclusion in this Appendix is without prejudice to either party's interpretation of Article 1 and Article 40.

**Maintenance Mechanic Class Concept**

Under the general supervision, the Maintenance Mechanic serves as primary responder to maintenance issues for buildings located on campus.

Maintenance Mechanic performs a variety of semi-skilled tasks in the maintenance, alteration and repair of utilities, buildings and related facilities and equipment.

Incumbents maintain mechanical and electrical equipment and facilities including minor repairs of the following:

Replacing electrical outlets, light switches, light fixtures, ballasts and light bulbs; including plumbing and pipe fitting; HVAC and filtration systems and equipment:exhaust and supply fans and evaporation coolers; replacing fan belts, filters, bearings and shafts; repair ,restore and maintain structures, woodwork, doors, windows, counters and cabinets, performing concrete work, construct concrete forms for walks and foundations; repair and replace windows ,blinds and screens-;-repair ceilings, sub-floors ceramic and vinyl tile, plastered walls, sheet rock paneling, roofs, and perform caulking of buildings;-stage equipment, basketball lift arms and cables; service, maintenance, and repair of kitchen equipment and appliances; operation of heavy equipment within UC requirements; and instruct and/or lead unskilled assistants.

The incumbent will work closely with the Building Manager to develop a complete understanding of buildings and their systems.

The incumbent should possess the skills necessary to independently analyze problems in order to identify the proper questions, determine and obtain the necessary information, organize and analyze the information, from conclusions, and present conclusions/proposals verbally or in writing as requested.

This position has regular and continuous interaction with all levels of students, vendors, and staff at varying levels in the course of performing maintenance work.

The incumbent has responsibility for his/her own work quality and timely delivery of maintenance services.

The incumbent is required to prioritize assigned daily work as well as identify and investigate maintenance problems in timely manner.

The incumbent must complete proper repairs using correct materials displaying a high level of workmanship while following safe work practices.

If unable to complete the repair, refer skilled trade level work to supervisor. Incumbent must be able to describe building maintenance issues to their immediate supervisor or Facilities Management trades staff in order to appropriately refer repairs/maintenance work.

**40%**

General Repair & Maintenance Duties

1. Troubleshoots and prioritize work order requests. Repair requests may be in a variety of

semi-skilled areas.
2. Advises supervisor of requests needing services if task is of a skilled nature.
**3.** Performs maintenance inspections as assigned by supervisor.
**4.** Meets with supervisor to discuss maintenance issues on an as needed basis.
**5.** Responsible for maintenance, upkeep of building's exterior i.e. roof, gutters, windows, screens, doors, stairs and landing areas.
**6.** Assists skilled trades as assigned by supervisor.
**7.** Responsible for security of keys, assigned equipment, and buildings as directed.
**8.** Operate and maintain a variety of power and hand tools of various trades.
**9.** Performs general maintenance on electrical cart vehicles.
**10.** Performs other duties as assigned by supervisor.

**15%**
**Electrical & Appliance Repair Duties**
1. Troubleshoot/Inspect electrical systems.
2. Repair or replace fuses, electrical outlets, light switches, light fixtures, ballasts, fans, fan motors, reset breakers, garbage disposals, make minor wiring repairs, etc.
3. Replace light bulbs in interior and exterior of buildings and inspects and sets time clocks when needed.
4. Performs minor repairs on stoves and ovens, refrigerators, (i.e. replacement of thermostats, timers, and motors) and vacuums.
5. Advises Supervisor of electrical and appliance repair problems of a major nature.

**15%**
**Plumbing Repair Duties**
1. Reads and interprets blueprints and plans to avoid obstructions, inspect/troubleshoot plumbing system and determine the sequence of installation.
2. Cuts wall and floor opening to accommodate pipes and fittings.
3. Measures and installs pipe, fittings, and fixtures for heaters, fans, water and drainage systems.
4. Cuts and threads pipe, assembles and installs valves and fittings; and joins and caulks pipe.
5. Replaces washers, mends pipes and opens drains with use of electric or hand auger, plunger, or industrial liquid drain opener.
6. Repair, replace sinks, faucets, showers, mixing valves, toilet fixtures and urinals.
7. Advises supervisor of any stoppages or leaks on main sewer, storm or water lines.

**10%**
**Carpentry & Painting Repair Duties**
1. Reads and interprets blueprints, sketches, plans and schematics.
2. Cuts and installs windows, doors, door jambs, door closures. Installs and replaces door knobs, locks, latches and hinges.
3. Builds, installs and repairs walls, partitions, ceilings, sheet rock, ceiling tile, molding and trim, paneling, cabinets, shelves, furniture and similar items.
4. Prepares surfaces for application of paint materials by masking, sanding, patch and repair damages as necessary, texture, priming and touch-up/repaint surfaces. Paint and or match existing paint using brushes, rollers and spray cans.
5. Repaints or fabricates route signs.
6. Stains and finishes wood where needed.
7. Assists with overseeing work of student restricted/casual painters/laborers.

**5%**
**Mechanical**

1. Diagnoses problems; adjusts cleans, repairs and replaces defective or worn components parts of steam cleaning equipment, bus washers, fuel islands pumps, compressors, heating and air conditioning equipment and hydraulic and pneumatic systems.
2. Minor repairs and replaces pumps, motors, blower shafts, belts, coils and control valves or their parts.
3. Maintains and equipment and machinery preventative maintenance schedule.

**3%**

**Property Maintenance**

1. Installs, repairs and maintains fencing.
2. Patches concrete and asphalt paving, patches asphalt roofs and repairs or replaces pit boards and gratings in garages.
3. Inspects and repairs roofs, rain gutters, stucco walls, stairs and landing areas,
4. Cleans and maintains shop areas in neat and orderly condition.

**2%**

**Administrative Functions and Record Keeping**

1. Uses a computer terminal for data entry, inquiries and modification.
2. Submits, completes and closes work requests/orders using computerized maintenance management system.
3. As directed purchase, stock and inventory supplies.
4. Work in safe and responsible manner not putting self or others at risk, includes complying with applicable policies and regulations, using personal safety gear, learning about potential hazards, and reporting unsafe conditions.

**SIDE LETTER – BRADY AMARAL**

During the course of negotiations, the Union proposed that both Brady Amaral and Carlos Pena be moved from their respective Level 1 positions to Level II. Effective December, 2015, Carlos Pena met the requirements of the Level II Locksmith and was re-classified as a Level II Locksmith.

Brady Amaral currently lacks all of the required certificates and requirements for the position of Water Distribution Mechanic II. However, the parties agree that his base hourly rate of pay will, upon the effective date of the new Agreement, (i.e., the first full payroll period following the execution of Appendix B to the new agreement, the Memorandum of Negotiators), be increased by $.50 before first 4% across-the-board increase. Thereafter, he shall receive all of the other across-the-board increases provided for in Article 44 of the new agreement, including the percentage increases negotiated for July 1, 2016 and in each succeeding year through and including July 1, 2019. Further, the parties agree that after Brady Amaral provides evidence that he has obtained the required certificates and meets the requirements for the Water Distribution Mechanic II, he will be eligible for re-classification into the higher classification and that the Director of Physical Plant will recommend that he be re-classified.

**SIDE LETTER**

**HEALTH & WELFARE BENEFITS**

**University of California and State Employees Trades Council-United**

1. The University's Office of the President and the Union agree to meet no less than 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 three Southern campuses. The parties may agree to hold these meetings via conference call and webinar in lieu of an "in-person" meeting.

2. In order to effectuate this meet-and-discuss process, the University will provide written notice and any information available at that time to SETC-United as soon as practicable but in no event later than sixty (60) days prior to the effective date of the proposed changes. Both parties agree to meet and discuss within fifteen (15) calendar days of the written notice.

3. The University shall provide up to four (4) hours of paid release time for up to for four (4) bargaining unit employees 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 additional hours may be granted for the purpose of travel.

4. This side letter supersedes previous side letters on Health and Welfare at individual locations, if any.

**Side Letter – Holiday Pay: Alternate Work Schedules**

A. An employee on an alternate full-time work schedule shall be 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 shall receive eight (8) hours holiday pay at his/her base rate, and shall have the option of electing either:

1. Alternate day off, and use compensatory time or vacation time to offset the difference between 8 hrs of holiday pay and the regular work shift; or

2. Alternate day off, and work additional hours to offset the 40-hour work week, e.g., work additional hours on a regular work shift; or

3. Work additional hours on the business day succeeding the holiday and take the remainder of the day off; or

4. Revert back to an eight (8) hour work shift for the week in which there will be a holiday.

B. The alternate day off shall be immediately preceding or succeeding a holiday.

C. Employees shall provide to their immediate supervisor a written selection every three (3) months. If the employee desires to make a change to their selection they shall provide advance written notice to their immediate supervisor. The written selection shall include the employee's selection and identify the alternate day off, if applicable.

D. Notice provision stipulated in Article 12, Hours of Work, Section C, Work Schedules: Shift Hours, Subsection 8, shall not apply to schedule changes as a result of a Holiday.

E. This side letter shall not apply to Central Plant staff (Plant Operators and Stationary Engineers).