

University Counter Proposal #1 10.18.2022

T/A 10-18-2022

THA
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THA
Transfer Corral 2010
10/18/22

Propose to TA the below Articles that were Sunshined as Current Contract Language.

- 2 Classifications and Reclassifications
- 5 Positions and Appointments
- 7 Performance Evaluation
- 8 Personnel Files
- 10 Training and Development
- 11 Promotion and Transfer
- 13 Uniforms, Tools, and Equipment
- 19 Work-Incurred Injury or Illness
- 20 Medical Separations
- 21 Reasonable Accommodation
- 25 Discipline and Dismissal
- 26 Grievance Procedure
- 28 Layoff and Reduction in Time
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- 43 Severability
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Appendix I

TA 5/1/23

UCM
Margaret Jaramila

TA 5/1/23
Teamsters Local 2010



Union Proposal #1

40-18-22-9:50am

2023.05.01 University Counter #1 TA 5.1.23 2:05pm

ARTICLE 1 - RECOGNITION

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- A. This Agreement, effective July 1, 2023⁹, is entered into between The Regents of the University of California, a corporation (sometimes referred to hereinafter as the "University"), and the Teamsters Local 2010, also known as Teamsters, (sometimes referred to hereinafter as the "Union"). The University recognizes Teamsters Local 2010, which was certified by the Public Employment Relations Board (PERB) on April 22, 2016, as the exclusive bargaining agent for matters within the scope of representation for the following classifications of UC MERCED employees an amended on April-May 1, 2023, excluding those classes and/or employees designated as managerial, supervisory, and confidential by PERB.

The following represents the list of classifications represented by Local 2010 at UC Merced. This list was updated as of (DATE) and is all inclusive of the titles represented by Local 2010

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Title Code	Job Title
8058	Locksmith-I
7909	
8266	Locksmith II
7753	
8265	Lead Locksmith
7994	Carpenter-I
79938110	Carpenter
r II	
77538109	Lead Carpenter
7996	Electrician-I
7995-8138	Electrician II
n II	
77458137	Lead Electrician
7996	Painter-I
7997-8106	Painter
r II	
77548105	Lead Painter
8294	Physical Plant Operator

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Union Proposal #1

10.18.22-9:50am

2023.05.01 University Counter #1TA 5.1.23 2:05pm

8346.....Plumber-I
83458258.....Plumber
r II
77648257.....Lead
Plumber
8320.....HVAC-I
83498185.....HVA
C Mechanic II
8184.....Lead HVAC
Mechanic
8318.....Water Distribution Mechanic-I
8317.....Water Distribution Mechanic II
8310.....Lead Water Distribution Mechanic
8296.....Stationary Engineer
8073.....Lead Stationary Engineer
83248123.....Maintenance
Mechanic
9970.....Apprentice
9445- Fire and Security System Tech
8201- Food Service Mechanic
8154- High Voltage Electrician
8120- Welder
9444- Building Automation Control Tech

UC Merced Negotiations

Union Proposal #1

10.18.22 9:50am

2023.05.01 University Counter #1 TA 5.1.23 2:05pm

- B. Pursuant to PERB Rules and Regulations for unit modification, certain classifications may be added or removed from to the above described UC Merced Skilled Crafts Unit by mutual agreement of the parties. The University and Teamsters Local 2010 will meet and confer within thirty (30) calendar days of the request of either party regarding proposed, new, or revised classifications to be added to the bargaining unit. UC Merced will meet and confer over the conditions of employment and the wage rates of the new or revised classifications.
- C. The term "employee" as used in this Agreement shall refer to any probationary, career, or limited, or apprentice employees of UC Merced in the above-mentioned unit except for those excluded pursuant to Section A above.

TA
UCM 11/15/22
Margaret Strandlin

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Teamsters
Local 268
11/15/22
[Signature]

Article 3

University Counter Proposal #2 11.15.22

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 their current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address."

Via the File Transfer Protocol, the University shall make accessible 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 the employee has not objected to the release of the information. 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 and Hours of Work Articles, seniority is calculated by the number of full time-equivalent months (or hours) of University of California Merced 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.

Article 3

University Counter Proposal #2 11.15.22

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 organizational unit shall be the least senior.

As used in the Hours of Work and Overtime Articles seniority is determined by date of appointment within the job family in an organizational unit. Excluding employment prior to a break in service. If an employee within the same Job Family transfers to a different Organizational Unit the employee shall maintain their original seniority within the Job Family.

~~As used in the Overtime Article, seniority is determined by the date of appointment of the employee to the classification~~ Job Family in an organizational unit.

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

University KM Bargaining
2022.11.14 University Article 4 Proposal 1
Passed at 10:38 a.m.
TA 2:03 p.m. 11.14.22

TA
UCall 11/14/22
Margaret J. J. J.

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11/19/22

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, political affiliation, 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.
- D. The University will comply with all applicable University nondiscrimination policies and applicable state and federal law.

T.A.
Teamsters
Local 2010
5/23/23
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TA team
Margaret Franklin
5/16/23

University KM Bargaining

University Counter Proposal #1 10/11/2022 11:15:22 Passed at 1:45 pm

Union Counter #1 3:25pm

Union Counter #2 5.16.23 passed 10:26am

University Counter Proposal #2 05.16.23 passed 11:44 a.m.

Union Counter Proposal #3 5.16.23 passed 1:46PM

ARTICLE 6 - PROBATIONARY PERIOD

A. All new career employees shall serve a probationary period of ~~six (6)~~ ~~twelve (12)~~ 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..

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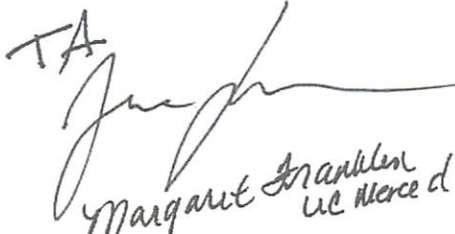
B. B.C. An employee who is required to serve a probationary period and who has worked in a limited appointment immediately preceding the career appointment, shall have up to 1,000 hours on pay status (the amount to be determined based on hours in pay status but exclusive of on-call and overtime hours), 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.

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C.D. 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 their 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.E. 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.

KM Bargaining University Proposal #1 10/11/2022
Union Counter Proposal #1 11.15.22 2:20pm
University Counter Proposal #1 30 23 Passed 10:06
TA- 1.30.23 1:44 pm

TA

Margaret Franklin
UC Merced

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~~ may ~~will~~ may be released up to ~~for~~ four (4) hours/month to work with University leadership beginning with the ratification of this agreement to share information and develop standards. The University & Teamsters Local 2010 will may develop written apprentice standards for UC Merced craft apprenticeship program. The University & Teamsters Local 2010 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, ~~non-grievable~~ discretion of the University based upon the availability of funding and resources. ~~and not subject to Article 26 – Grievance Procedure of this Agreement.~~

T.A. Teamsters Local 2060
5/22/23

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5/22/23

UCM Bargaining 2023

Union Proposal #1 10:23am

Union Counter Proposal #2 5.16.23 passed 10:22am

University Counter Proposal #3 5.16.23 passed 11:46 a.m.

Union Counter Proposal #3 5.22.23 10:19am

University Counter Proposal #4 5.22.23 11:58 a.m.

Union Counter Proposal #4 5.22.23 2:51pm

University Counter Proposal #5 5.22.23 passed 3:16 p.m.

T.A University Proposal #5 5.22.23

ARTICLE 12 - HOURS OF WORK

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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. Work weeks beginning and ending on a day other than the above may be scheduled by the University.
2. Work Schedule shall be defined as an employee's normally assigned days per week and the normally assigned hours of work. 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 or sixty (60) 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 sixty (60) minute 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. ~~shall be paid one additional hour of straight time and 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.

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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.

UCM Bargaining 2023

Union Proposal #1 10:23am

Union Counter Proposal #2 5.16.23 passed 10:23am

University Counter Proposal #3 5.16.23 passed 11:46 a.m.

Union Counter Proposal #3 5.22.23 10:19am

University Counter Proposal #4 5.22.23 11:58 a.m.

Union Counter Proposal #4 5.22.23 2:51pm

University Counter Proposal #5 5.22.23 passed 3:16 p.m.

T.A University Proposal #5 5.22.23

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. or 5:00 a.m. to 3:30 p.m. for day shift or 5:30 p.m. to 4:00 a.m. or 3:30 p.m. to 2:00 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 shifts 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 they 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 (TA CCL 5.16.23) ~~confer over~~ the effects of 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 least five (5) 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 five (5) working days' notice, excluding changes to meet emergencies, 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 five (5) working-day notice period.
9. If an employee reports to work as scheduled and is not notified that their work schedule has been changed, they 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 ~~an thirty (30) minute~~ (TA 5/16/23) 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~~ (TA 5/16/23) unpaid meal period.

UCM Bargaining 2023

Union Proposal #1 10:22am

Union Counter Proposal #2 5.16.23 passed 10:22am

University Counter Proposal #3 5.16.23 passed 11:46 a.m.

Union Counter Proposal #3 5.22.23 10:19am

University Counter Proposal #4 5.22.23 11:58 a.m.

Union Counter Proposal # 4 5.22.23 2:51pm

University Counter Proposal #5 5.22.23 passed 3:16 p.m.

T.A University Proposal #5 5.22.23

12. An alternate 9/80 work schedule shall consist of nine-hour shifts on four consecutive days during each calendar week plus an additional eight-hour shift every other week. In calendar weeks in which the employee works the eight-hour shift, the eight-hour shift shall be worked on (1) the day following the fourth consecutive nine-hour workday or (2) on the day prior to the four consecutive nine-hour workdays.

~~12. An employee working a temporary shift shall be compensated at the premium overtime rate. TA 5.16.23~~

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. ~~If a rest period is not granted an employee shall be paid one hour straight time. TA 5.22.23~~ A rest period cannot be taken in the first or last hour of the shift.

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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 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/job family (Appendix J) to be called back in order of seniority and qualified skill sets. The call back list 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%) ~~20% - 25% - 20%~~ of their base rate for each hour on-call. Management requires the employee to meet all of the following conditions: 1) to be reachable by telephone; 2) to remain within a forty-five (45) minute response time of UC Merced; and 3) to refrain from activities which might impair their ability to perform assigned duties. An employee who is called to work shall receive credit for a minimum of four (4) hours at

UCM Bargaining 2023

Union Proposal #1 10:23am

Union Counter Proposal #2 5.16.23 passed 10:22am

University Counter Proposal #3 5.16.23 passed 11:46 a.m.

Union Counter Proposal #3 5.22.23 10:19am

University Counter Proposal #4 5.22.23 11:58 a.m.

Union Counter Proposal #4 5.22.23 2:51pm

University Counter Proposal #5 5.22.23 passed 3:16 p.m.

T.A University Proposal #5 5.22.23

the rate of one and one-half (1-1/2) times the regular hourly rate.

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 their 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 their regularly assigned section or geographical area, they shall report to the new work location unless otherwise directed by the University.

J. Administrative Leave for Emergencies

The Chancellor may grant administrative leaves with pay for a specified duration due to natural or other emergencies, or an employee may request unpaid leave for that purpose. To be eligible, an employee must be scheduled to work and is not on paid, or unpaid leave on the day(s) of the emergency, and the employee must coordinate leave requests with their supervisor.

K. Emergency Pay

If an employee is required to work on campus during a declared emergency by the Chancellor the University will pay such employee at the premium overtime pay for hours worked. TA 5.22.23)

T.A. Transfers Local 2010
5/22/23

TA UCA
Margaret Franklin
5/22/23

UC Merced Bargaining 2023

Union Proposal #1 3.29.23 2:28pm

University Counter Proposal #1 03.30.23 passed at 9:41 a.m.

University Counter Proposal #2 05.22.23 passed at 12:53 p.m.

University Counter Proposal #3 05.22.23 passed at 3:46 p.m. TA 05.22.23

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 or ~~eight (8) hours in one day~~ for hours actually worked which exceed the normally assigned hours of work of eight (8) hours or more. ~~for employees on a 5/10 schedule or ten (10) hours in one day for an employee on a 4/10 schedule or twelve (12) hours in one day for 12 hour shift.~~ 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 or ~~eight (8) hours in one day~~ or for hours actually worked which exceed the normally assigned hours of work of eight (8) hours or more. ~~for employees on a 5/10 schedule or ten (10) hours in one day for an employee on a 4/10 schedule~~ shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. ~~All hours worked over 12 hours should be compensated at double time.~~ 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.

Overtime earned at the time and one-half ~~or double time~~ rate may be accrued as compensatory time at a maximum of one hundred eighty (180) ~~two hundred and forty (240)~~ hours per calendar year. 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 1-June 30; July 1-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.

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

UC Merced Bargaining 2023

Union Proposal #1 3.29.23 2:28pm

University Counter Proposal #1 03.30.23 passed at 9:41 a.m.

University Counter Proposal #2 05.22.23 passed at 12:53 p.m.

University Counter Proposal #3 05.22.23 passed at 3:46 p.m. TA 05.22.23

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 their 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 on a 12-hour shift is ordered to work overtime and if the employee has received less than twenty-four (24) hours advance notice, 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 one and one-half (1 1/2) times double time the regular hourly rate of pay for any such overtime hours worked.~~

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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 by organizational unit.
2. Planned Overtime
 - 2a. Overtime distribution shall be on a rotation basis and offered evenly among employees in the same job family in the same organizational unit and work location. For purposes of this Article, rotation means that the last employee to be offered overtime will be considered last for a new overtime assignment. It is the responsibility of management to maintain the overtime rotation list. Employees who are offered overtime and who decline it will have the overtime recorded as if it had been worked. All employees in the organizational unit and work location will be listed as eligible for overtime. For the purpose of this section only, seniority is determined by the date of appointment of the employee to the classification in an organizational unit.
 - 2b. When there are no volunteers for a planned overtime assignment, overtime shall be assigned to the least senior employee in the job family and organizational unit, on the same shift.

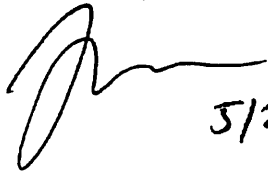
F. No Pyramiding of Overtime

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, they shall be reimbursed for actual meal expenses up to a maximum of ~~\$10.00~~ ~~\$20.00~~ \$15.00. 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 them to work past a regular meal time.

T. A. Teamsters Local 2010



5/22/23

TA UCM
Margaret Hamilton
5/22/23

UC Merced Bargaining 2023

Union Proposal #1 3.29.23 2:28pm

University Counter Proposal #1 03.30.23 passed at 9:41 a.m.

University Counter Proposal #2 05.22.23 passed at 12:53 p.m.

University Counter Proposal #3 05.22.23 passed at 3:46 p.m. TA 05.22.23

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 or ~~eight (8) hours in one day~~ for hours actually worked which exceed the normally assigned hours of work of ~~eight (8) hours or more~~ for employees on a ~~5/40 schedule or ten (10) hours in one day for an employee on a 4/10 schedule or twelve (12) hours in one day for 12-hour shift~~. 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 or ~~eight (8) hours in one day~~ or for hours actually worked which exceed the normally assigned hours of work of ~~eight (8) hours or more~~ for employees on a ~~5/40 schedule or ten (10) hours in one day for an employee on a 4/10 schedule~~ shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. ~~All hours worked over 12 hours should be compensated at double time.~~ 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.

Overtime earned at the time and one-half ~~or double time~~ rate may be accrued as compensatory time at a maximum of one hundred eighty (180) ~~two hundred and forty (240)~~ hours per calendar year. 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 1-June 30; July 1-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.

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

UC Merced Bargaining 2023

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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 their 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 on a 12-hour shift is ordered to work overtime and if the employee has received less than twenty-four (24) hours advance notice, 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 one and one-half (1 1/2) times double time the regular hourly rate of pay for any such overtime hours worked.~~

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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 by organizational unit.
2. Planned Overtime
 - 2a. Overtime distribution shall be on a rotation basis and offered evenly among employees in the same job family in the same organizational unit and work location. For purposes of this Article, rotation means that the last employee to be offered overtime will be considered last for a new overtime assignment. It is the responsibility of management to maintain the overtime rotation list. Employees who are offered overtime and who decline it will have the overtime recorded as if it had been worked. All employees in the organizational unit and work location will be listed as eligible for overtime. For the purpose of this section only, seniority is determined by the date of appointment of the employee to the classification in an organizational unit.
 - 2b. When there are no volunteers for a planned overtime assignment, overtime shall be assigned to the least senior employee in the job family and organizational unit, on the same shift.

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, they shall be reimbursed for actual meal expenses up to a maximum of ~~\$40.00~~ ~~\$20.00~~ \$150.00. 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 them to work past a regular meal time.

Teamsters Local 2310
TA. 5.16.23



TA UCM
Margaret Franklin
5/16/23

UCM Bargaining 2022

Union Proposal #1 11-15-22 2:42pm

University Counter Proposal #1 04-24-23

Union Counter #1 4-24-23 1:44pm

University Counter Proposal #2 2023-05-02

Union Counter Proposal #2 5-2-23 1:17pm

University Counter Proposal #3 2023-05-02

Union Counter Proposal #3 5-15-23 2:20pm

University Counter Proposal #4 05.16.23 passed 10:10 a.m. TA 5.16.23 1:46PM

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ARTICLE 15 - SHIFT DIFFERENTIAL

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A. Shift Differential

1. An employee who works other than a day shift shall receive ~~one three one dollar and ninety cents two dollars and twenty five cents and fifty cents and seventy five cents and seventy five cents (\$1.75 \$2.00) (\$1.90) - \$2.75 \$2.00 \$2.50 \$2.25~~ per hour in addition to their 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 4:00 p.m. and before 7:00 a.m.

9.

~~The University agrees to pay differential for a scheduled weekend shift. A weekend differential shall not be paid to employees working overtime during the weekends. A weekend shift is any shift where at least (4) hours of the regularly scheduled hours fall between 12:00 Saturday and 11:59pm Sunday.~~

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UCM Bargaining 2022

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TA Registrars Loc 1
2010

5/15/23



TA UCM
5/15/23
Margaret Franklin

~~Union Proposal #1~~

~~10.11.22~~

~~University Counter Proposal #1 2023.04.25 passed @ 9:36 a.m.~~

~~Union Counter Proposal #2 5.1.23 10:54am~~

~~University Counter Proposal #2 2023.05.02~~

~~Union Counter Proposal #3 5.2.23 1:16pm~~

~~University Counter Proposal #3 2023.05.02 TA-5.15.23 2:20pm~~

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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 their 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 their 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 their 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.

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~~10.11.23~~

~~University Counter Proposal #1 2023.04.25 passed @ 9:36 a.m.~~

~~Union Counter Proposal #2 5.1.23 10:54am~~

~~University Counter Proposal #2 2023.05.02~~

~~Union Counter Proposal #3 5.2.23 1:16pm~~

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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
~~Juneteenth~~
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.

If the University establishes a new holiday, the new holiday will be added to the above list of holidays observed without a need for the parties to convene and approve.

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~~University Counter Proposal #1 2023.04.25 passed @ 9:26 a.m.~~

~~Union Counter Proposal #2 5-1-22 10:54am~~

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~~Union Counter Proposal #3 5.2.23 1:16pm~~

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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.

Union Proposal #1

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D. Compensation for Holiday Work

When an employee's work schedule requires them to work on an observed holiday, other than those holidays designated as premium by the University, the employee shall be paid at the normal rate of pay. When an employee works on a University designated premium holiday, which are Christmas Eve and Day, (December 24, 25), New Year's Eve and Day (December 31, January 1) and Independence Day (July 4), an observed holiday the employee shall be paid at the normal rate or the normal rate or the rate of one and one-half (1-1/2) times the regular hourly rate of pay, after forty (40) hours worked in a normal work week after forty (40) hours worked in a normal work week including any shift differential for all hours actually worked. Regardless of whether the holiday is a premium or regularly observed, such employee(s) shall also receive eight (8) hours holiday pay at their base rate plus any shift differential.

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 their 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 eight hours 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

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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.

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

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 of, if applicable.

[UC Merced Bargaining](#)

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5. 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.

6. This section shall not apply to Central Plant staff (Plant Operators and Stationary Engineers).

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.

TA 11/21/10
Margaret Brandley
UC Merced
[Signature]

UCM KM Bargaining 2022

Article 17 Vacation

University Proposal #1 11.15.22

Union Counter Proposal #1 11.15.22 2:30pm

University Counter Proposal #1 1.30.23 Passed at 10:09

Union Counter Proposal #2 1.30.23 passed 1:44pm

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 their 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 full time 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 Accrual Rates

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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; maximum accumulated balance is 240 hours;
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; maximum accumulated balance is 288 hours;
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; maximum accumulated balance is 336 hours; and,
4. At the rate of .092308 hours per hour for an employee who has rendered twenty (20) years or more of qualifying service; maximum accumulated balance is 384 hours.

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E. Vacation Credit

Vacation credit for eligible employees is earned each vacation accrual period based on the number of hours on

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Article 17 Vacation

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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 they are 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 full time 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. 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 and posted in the Timekeeping Recording Systems (TRS), and posted in the timekeeping recording systems.~~
1. 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 their sick leave accruals before using vacation accruals for any unscheduled 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 they 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 they must take vacation to bring their 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 they are working and on pay status in the employee's present position, or any other position paid by University funds.

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Article 17 Vacation

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5. Vacation schedules may be established in each shop or work location, on the basis of seniority in an employee's classification. An employee may split their 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 May 1 of the same year and April 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. Unscheduled vacation days may be granted subject to the operational requirements of the University, and should, to the extent possible, be requested at least ~~four (4) five (5) four (4) four work days in advance~~ but no later than 4 work days.

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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.

II. 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.

I. 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.

T/A
UCM
Sick Leave
10-18-2022

TA
Teamsters Local 2010
[Signature]

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. Sick leave is provided in accordance with University rules or regulations and consistent with applicable State or Federal Law.

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. When a request for proof of illness or disability is to be made, the supervisor shall seek approval from the designated University manager. The employee shall be given written notice prior to returning to work that they will be required to provide such documentation.
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~~ pregnancy leave is entitled to use accrued sick leave beginning on the date of ~~confinement~~ pregnancy leave 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 parent, spouse, domestic partner, child(ren) (including the child of a domestic partner), sibling, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household ~~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

following the death of a family member or another person close to the employee.

The University recognizes the importance of family and the difficulties employees face following the death of a family member or another person close to the employee.

a. Death of a Family or Household Member: In the event of the death of an employee's family member or of a person residing in the employee's home, the employee may take up to ten (10) days of accrued sick leave.

b. Death of any Other Person: In the event of the death of an individual who is not an employee's family or household member, the employee may take up to five (5) days of accrued sick leave in a calendar year.

c. Additional Leaves: If an employee requires more than the time allowed for bereavement leave, they may request an unpaid personal leave of absence or may use any accrued vacation, and/or compensatory time off, if available.

~~Article 18--Sick Leave, University Proposal 1, 10/18/2022~~

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.

TA Teamsters Local 2010
5/22/23

TA UCM
Margaret Franklin
5/22/23

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ARTICLE 22 LEAVES OF ABSENCE

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A. GENERAL PROVISIONS

In accordance with the provisions of this Article, leaves of absence, with or without pay, may be approved by the University. If applicable state or federal law requires the University to offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

1. Benefit Eligibility

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

2. Requests for Leave

Except as provided under Section B.1.e., below, or otherwise provided by law, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. If the employee learns of the event giving rise to the need for leave more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave and, at a minimum, with 30 days' advance, written notice. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the University with as much advance, written notice as possible and, at a minimum, with such notice no more than five working days after learning of the event. All requests for leave shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information, as required.

3. Duration

For leaves other than Family and Medical Leave (FML) and Pregnancy Disability Leave, which are addressed in Sections B.1.c. and Section C.1., respectively, below, the duration, terms of the leave, and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. For leaves other than FML and Pregnancy Disability Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided in this Article or as may otherwise be required by law, the total aggregate of leaves of absence taken in any combination granted under this Article generally shall not exceed six (6) months.

4. Return to Work

- a. Except as provided in Section B.1.i. and Section C.5. for return from Family and Medical Leave (FML) and Pregnancy Disability Leave, respectively, or as otherwise required by law, an employee who has been granted an approved leave with or without pay shall be 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 that would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.
- b. An employee who has exhausted their original leave entitlement and who has been granted additional leave under another section of this Article or pursuant to a statutory right shall be reinstated in accordance with the provisions of the section under which the additional leave was granted or pursuant to law.
- c. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

B. FAMILY AND MEDICAL LEAVE (FML)

The University shall adhere to state and/or federal law. An employee who is eligible for Family and Medical Leave (FML) and has not exhausted their FML

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entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below:

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

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

1. General Provisions for FML

a. Definitions Specific to FML

- 1) "Child" means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in *loco parentis*.
- 2) "Parent" means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in *loco parentis* to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in *loco parentis* to the employee when the employee was a child.
- 3) "Parent-in-law" means the parent of the employee's spouse or domestic partner.
- 4) "Spouse" means a partner in marriage.
- 5) "Domestic Partner" means an individual designated as an employee's domestic partner under one of the following methods: (i) registration of the partnership with the State of California; (ii) the establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-

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term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.

- 6) **“Grandchild”** means the child of an employee’s child.
- 7) **“Grandparent”** means the parent of the employee’s parent.
- 8) **“Sibling”** means a person related to the employee by blood, adoption, or by having a common legal or biological parent.
- 9) **“Designated person”** is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave, and employees are limited to one designated person per calendar year for FML purposes.
- 10) **“Serious health condition”** is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - a) **“Inpatient care”** means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - b) **“Incapacity”** means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

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

b. Eligibility Criteria for FML

- 1) Employees who have at least twelve (12) cumulative months of University service and have at least 1,250 hours of actual service (as defined below) during the twelve (12) month period immediately preceding the commencement of the initial- (TA 5.22.23) leave for the qualifying event (TA 5.22.23) are eligible for FML under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) if leave is requested for an FML-qualifying reason, except as otherwise provided in this Article. If the employee is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply. (Consistent with CFRA Further, if the employee is taking baby bonding leave immediately after taking pregnancy disability leave, the 12-month period during which the employee must have at least 1250 hours of actual service worked is that period, worked 1,250 hours is that period immediately preceding the employee's first day of pregnancy disability leave, of actual service requirement. (TA 05.22.23)
- 2) **“1,250 Hours Of Actual Service”** means time actually spent at work and does not include any paid time off, such as vacation, compensatory time, sick leave, or holidays not worked. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

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c. Duration of Leave

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

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

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

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

be designated as such by the University and will be counted against the employee's leave entitlement. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).

d. Forms in Which FML May Be Taken

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

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

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

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

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

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

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

When the employee's need for intermittent or a reduced schedule FML is foreseeable based on the planned medical treatment of the employee's serious health condition or the planned medical treatment of the employee's family member or designated person with a serious health condition, the

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University may temporarily transfer the employee to an available alternate position for which the employee is qualified and that better accommodates the employee's recurring need for leave. Such alternative position shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

e. Notification

- 1) The employee shall give the University notice at least thirty (30) calendar days in advance of the leave's anticipated start date if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee shall give the University notice as soon as practicable. Failure to comply with this notice requirement may result in postponement of the leave.
 - a) If the need for leave is foreseeable due to the planned medical treatment of the employee's serious health condition or the planned medical treatment of the employee's family member or designated person with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to minimize disruption to the University's operations, subject to the approval of the employee's health care provider.
 - b) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.
- 2) The University shall determine whether the employee meets the eligibility requirements and qualifies for an FML Leave and shall, within five (5) days of that determination, notify the employee whether the leave is designated as FML Leave. The start date of the leave, the terms of the leave, and the date of return from the leave are determined when the leave is granted.
- 3) Extensions to an FML Leave may be granted, up to the aggregate maximum of twelve (12) workweeks in a calendar year or as follows, as applicable: (a) for up to 26 workweeks

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

f. Certification and Other Supporting Documentation

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

When FML is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the employee's health care provider. When certification is required by the University, the employee shall be so advised in writing. ~~The University shall not require additional information beyond the information identified below and shall not require a diagnosis.~~ (TA 05.22.23)
Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

- a) a certification that the employee has a serious health condition as defined in Section B.1.a.9., above, and
- b) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position, and
- c) the date on which the employee's serious health condition began, if known, the probable duration of the condition, and the employee's probable date of return, and
- d) whether it will be medically necessary for the employee to take leave intermittently or to work on a

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

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

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

When FML is requested so that the employee may care for a family member or designated person with a serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the family member's or designated person's health care provider. When certification is required by the University, the employee shall be so advised in writing. ~~The University shall not require additional information beyond the information identified below and shall not require a diagnosis. (TA 5.22.23)~~ (-Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

- a) certification that the employee's family member or designated person has a serious health condition as defined in Section B.1.a.9., above, and
- b) a statement that the family member's or designated person's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's or designated person's treatment or incapacity, and
- c) whether the employee's family member or designated person will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.

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

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

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

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

When FML is requested as Military Caregiver Leave, the University may, at its discretion, require that the employee provide a certification completed by an authorized health care provider of the covered servicemember, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any health care provider (as defined in Section B.1.a.10., above) who is treating the covered servicemember. The certification should provide information sufficient to establish the employee's entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that the servicemember has a covered relationship with the employee, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the employee may be required to provide information establishing the servicemember's veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

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

When FML is requested as Qualifying Exigency Leave, the University may, at its discretion, require that the employee provide a copy of the military member's active duty orders. Employees may also be required to provide certification of:
(a) the reasons for requesting Qualified Exigency Leave, (b)

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the beginning and end dates of the qualifying exigency, and
(c) other relevant information.

6) **Confirmation of Relationship**

The University may, at its discretion, require that an employee complete a Declaration of Relationship form to certify their relationship with the child when the employee is requesting FML as Parental Bonding Leave or to certify their relationship with the family member or designated person when the employee is requesting FML to care for a family member or designated person with a serious health condition. The employee's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's written request may result in discontinuance of the leave until the required documentation is provided. If the employee fails to provide the completed Declaration of Relationship form within a reasonable time as requested, FML leave will be denied.

7) **Questioned Medical Certifications**

If the University has a good faith, objective reason to doubt the validity of the employee's certification for their own serious health condition, the University may, at its discretion, require that the employee obtain a second medical opinion from a second health care provider selected by the University, ~~who is not employed by the University on a regular or routine basis.~~ (TA 05.22.23) -If the second medical opinion differs from the opinion of the employee's own health care provider, the University may, at its sole non-grievable discretion, require a third medical opinion from a third health care provider, jointly selected by the employee and the University. The University shall bear the cost of the second and third opinions ~~including reasonable travel costs.~~ (TA 05.22.23) and the third opinion shall be final. ~~While waiting for the second or third opinion, the employee is provisionally provided with FML.~~ (TA 05.22.23)

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

If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed ~~significantly~~ (TA.05.22.23), the University may, at its sole non-grievable discretion, require

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the employee to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable.

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

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

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

g. Pay Status

FML Leave is unpaid, except for the use of accrued leave and/or Pay for Family Care and Bonding (PFCB), as provided in this Article.

- 1) An employee on FML for their own serious health condition may elect to use accrued sick leave, vacation, compensatory time off (if applicable), and/or PTO (if applicable) prior to taking FML without pay.
- 2) An employee on FML to care for a family member or designated person with a serious health condition or taking FML as Military Caregiver Leave may elect to use accrued sick leave (up to 12 workweeks), vacation, compensatory time off (if applicable) and/or PTO (if applicable) prior to taking FML without pay.

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- 3) An employee on FML for Pregnancy Disability Leave may elect to use accrued sick leave, vacation, compensatory time off (if applicable) and/or PTO (if applicable) prior to taking FML without pay.
- 4) An employee taking FML as Parental Bonding Leave may elect to use accrued sick leave (up to thirty (30) calendar days), vacation, compensatory time off (if applicable), and/or PTO (if applicable) prior to taking FML without pay.
- 5) An employee taking FML as Qualifying Exigency Leave may elect to use accrued vacation, compensatory time off (if applicable), and/or PTO (if applicable) prior to taking FML without pay.

h. Continuation of Health Benefits

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

- 1) When the employee is on FML that runs concurrently under the FMLA and CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2) When the employee is on FML as Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single 12-month period. For purposes of Military Caregiver Leave, the "single 12-month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
- 3) When the employee is on FML as a Qualifying Exigency Leave under the FMLA and/or CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the employee is on FML as Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve-month period per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee's FMLA

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entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

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

i. Return from FML

1) Required Notice and Documentation

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

2) Reinstatement Rights

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

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

2. FML for Employee's Serious Health Condition

FML for the employee's own serious health condition is leave taken when the employee's own "serious health condition," as defined in Section B.1.a.109 (TA 05.22.23), above, renders the employee unable to perform any one or more of the essential functions of the employee's position.

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

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

When FML is taken to care for a spouse, domestic partner, child (under 18 years or incapable of self-care because of a mental or physical disability), or parent, this leave would use an employee's entitlement under the FMLA and CFRA to the extent the employee has such entitlement(s) available.

When FML is taken to care for an adult child (18 years or older who does not have a disability that renders them incapable of self-care), parent-in-law, grandparent, grandchild, sibling, or designated person, this leave would only use an employee's entitlement under CFRA to the extent the employee has such entitlement available.

4. FML as Pregnancy Disability Leave

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

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5. FML as Parental Bonding Leave

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

a. Time Limit for Parental Bonding Leave

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

b. Eligibility for Parental Bonding Leave

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

c. Advance Notice

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

d. Duration of Parental Bonding Leave

Parental Bonding Leave, alone, shall not exceed twelve (12) workweeks within a calendar year. However, when FML for

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

e. Forms in which Parental Bonding Leave May Be Taken

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

6. FML as Military Caregiver Leave

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

a. Eligibility Criteria and Duration Specific to Military Caregiver Leave

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

b. Definitions Specific to Military Caregiver Leave

1) "Covered servicemember" means:

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

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

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

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

c. **Leave Entitlement**

Military Caregiver Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take

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more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any "single twelve-month (12-month) period."

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

7. FML as Qualifying Exigency Leave

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

a. Definitions Specific to Qualifying Exigency Leave

- 1) **"Covered active duty or call to covered active duty status"** means:
 - a) In the case of a member of the regular Armed Forces: duty during the deployment to a foreign country.
 - b) In the case of a member of the Armed Forces Reserve: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation as defined by the FMLA.
- 2) **"Qualifying exigency"** is defined as any one of the following, provided that the activity relates to the military member's covered active duty or call to covered active duty status:

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- a) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment;
- b) Military events and activities, including official ceremonies;
- c) Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care;
- d) Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to active duty status and for the ninety (90) days after the termination of the military member's covered active duty status;
- e) Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care;
- f) Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary Rest and Recuperation leave during the period of deployment;
- g) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;
- h) Parental care for the parent or parent-in-law of the military member when the parent or parent-in-law is incapable of self-care; and

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

C. Pregnancy Disability Leave

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

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

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

1. Duration

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

2. Use of Accrued Paid Leave

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

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

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

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reasonable accommodation(s) that are appropriate under the circumstances.

4. Certification

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

5. Reinstatement after Pregnancy Disability Leave

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

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

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

6. Continuation of Health Benefits

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

D. Disability Leaves Other Than Pregnancy Leave

A disability leave of absence is the period(s) for which an eligible career employee is granted leave from work for medical reasons in accordance with Section D.1. below. This

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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. Disability leaves of absence with or without pay are provided for leaves due to non-work related illnesses or injuries.

1. Eligibility

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

2. Duration

- a. When the use of accrued sick leave and a disability leave of absence without pay are combined, a disability leave may be granted by the University for a total period of verified disability consistent with the University's obligation to reasonably accommodate a disabled employee.
- b. An employee granted a disability leave who is also applying for University disability benefits for non-work related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking the disability leave without pay.
- c. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated in accordance with Article 20 – Medical Separation.

3. Return to Work

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

E. Military Spouse/Domestic Partner Leave

An employee who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a "qualified leave period" when

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the employee's spouse or domestic partner is on leave from a period of military conflict. "Qualified leave period" means the period during which the "qualified member" is on leave from deployment during a period of military conflict. An eligible employee shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. Definitions Specific to Military Spouse/Domestic Partner Leave

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

2. Eligibility

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

- a. Be a spouse or domestic partner of a "qualified member";
- b. Perform services for the University for an average of twenty (20) or more hours per week;
- c. Provide the University with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment, of the employee's intention to take the leave; and

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

3. Substitution of Paid Leave

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

F. Personal Leaves of Absence without Pay

1. At the University's sole non-grievable discretion, a career employee may be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the University. Such leave shall not exceed six (6) calendar months. Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for benefits except that the regulations of the retirement systems must be specifically checked to determine the effects of such leave without pay on retirement benefits.
2. Reinstatement shall be to the same or, at the department's discretion, a similar position in the same department, ~~if the same position is not available~~ (TA 05.22.23), provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, the employee shall be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 18, Layoff and Reduction in Time, Article 19, Discipline and Dismissal, and Article 8, Probationary Period.

G. Pay for Family Care and Bonding (PFCB)

1. In order to support employees' need to take leave to care for their family members, the University offers eligible employees Pay for Family Care and Bonding (PFCB), which is a partial income replacement option for up to eight workweeks per calendar year that may be available to employees taking

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Family and Medical Leave (FML) as set forth below. Although Article 22 - Leaves of Absence states that FML is unpaid except for those situations where the Article authorizes and/or requires the use of specified paid leave accruals during FML, this Side Letter Agreement modifies the Article to give employees the option to be paid during FML using PFCB in accordance with the terms below.

2. In order to be eligible for PFCB, an employee must be on an approved block Family and Medical Leave (FML) taken for one of the qualifying reasons below, and the employee must be taking that leave in a block of a minimum of one workweek.
3. Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave. Section H in Article 22 - Leaves of Absence outlines the eligibility requirements for Family and Medical Leave. PFCB is not an option available during any other type of leave.
4. If an employee elects to use PFCB for a particular qualifying FML block leave rather than using paid leave accruals or taking the leave without pay, the employee must continue to use PFCB until they either exhaust their full eight workweeks of PFCB for the calendar year or that qualifying FML block leave ends. If their leave ends before they have used the full eight workweeks of PFCB for the calendar year, the remainder is available to use during a qualifying FML block leave later in the calendar year.
5. An employee may not use any paid leave accruals (e.g., vacation, sick leave, PTO, CTO, as applicable), while receiving PFCB.
6. PFCB CALCULATION
The PFCB option provides pay calculated at seventy percent (70%) of an employee's eligible earnings.
 - a. Eligible Earnings

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Eligible earnings include an employee's base salary payable through the University. Eligible earnings do not include (if applicable) bonuses, perquisites, overtime pay, out of classification pay, shift differentials, uniform allowances, certification pay, specialty pay, emergency response pay, charge differentials, on-call differentials, or any pay that is received in addition to that of the employee's regular appointment, and any other additional cash compensation received that is more than 100% of the base salary of the full-time equivalent of the employee's regular position.

b. Appointments Established at a Fixed Percentage

If the employee has an appointment established at a fixed percentage, PFCB is based on the salary rate in effect during the employee's leave.

c. Appointments Established at a Variable Percentage

If the employee has an appointment established at a variable percentage, eligible earnings are an average of the employee's eligible earnings for the three calendar months (for an employee paid on a monthly basis) or six pay periods (for an employee paid on a biweekly basis) immediately prior to the period in which the leave begins, excluding periods with furlough or approved leave without pay. This average is calculated as follows:

- i. For an employee paid on a bi-weekly basis, the sum of hours paid in the six pay periods immediately prior to the period in which the leave begins is divided by 12 to determine the average hours worked per week. The average hours worked per week is then multiplied by 0.7 to determine the number of hours per week the employee is to be paid at 70%.
- ii. For an employee paid on a monthly basis, the sum of the time paid in the three calendar months immediately prior to the period in which the leave begins is divided by 3 to determine the average time worked per month. The average time worked per month is then multiplied by 0.7 to determine the time per month the employee is to be paid at 70%.

If the consecutive three months or six bi-weekly pay periods immediately preceding the beginning of the leave cannot be used due to furlough or approved leave without pay, the look-back period may be extended up to, but no longer than, one year prior to the beginning of the leave, using the most recent applicable pay periods.

7. PAY AND BENEFIT CONSIDERATIONS

i. Accruals and Service Credit

Because an employee is paid 70 percent of eligible earnings when receiving PFCB, accruals and service credit are calculated as if the employee is on pay status for 70 percent of their normal hours.

ii. Taxability and Deductions

PFCB is considered taxable wages. An employee's normal deductions are taken from PFCB.

iii. Benefits

Health and welfare benefits deductions will be taken from PFCB in accordance with the employee's benefit elections. Receiving PFCB does not, in itself, affect benefits status or eligibility. However, benefits regulations affecting return to pay status after a leave without pay will apply if an employee returns to pay status by receiving PFCB.

H. Other Leaves of Absence with Pay

1. Jury Duty/Grand Jury

- a. A full-time career employee who is summoned to required jury duty shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek.
- b. A part-time employee in a career position who is summoned to required jury duty service shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the employee's regularly scheduled hours of work.
- c. 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.
- d. 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

UCM Bargaining 20232
University Proposal 1-03-29-23
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Union Counter #1 4-24-23
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Union Counter #2 - 5.22.23 10:14am TA 05.22.23

employee will receive shift differential only for hours actually worked on the evening shift.

3. **Witness Leave**

When served with a subpoena that 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 they were 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 that occurs 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.

4. **Blood Donations**

An employee may be granted leave with pay during their regularly scheduled hours of work for time actually spent 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.

5. **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~~ approved (TA 05.22.23) 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.

6. **Time Off to Vote**

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If an employee does not have sufficient time outside of their working hours to vote at any general, direct, primary, or presidential primary election, the employee may take leave for a sufficient amount of time to enable the employee to vote. Not more than two (2) hours of such time shall be provided to an employee without loss of pay. Time off for voting shall be provided only at the beginning or end of the employee's regular work shift, unless otherwise mutually agreed. If an employee requires time off to vote, they shall give notice that they require time off at least two (2) days before the election.

I. Bereavement Leave

1. The University will grant an employee's request to use up to five (5) days of accrued sick leave or accrued vacation leave due to the death of a family member as defined in Section H.2. below. If accrued sick leave or accrued vacation leave is not available, the employee may take the leave without pay. The University shall not unreasonably deny bereavement leave of more than five (5) days.
2. Family member (including step-family member) for the purpose of bereavement leave is defined as the employee's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or a legal ward who is under 18 years of age). Parent includes a biological, foster, or adoptive parent, step-parent, legal guardian, or an individual who stood in loco parentis to the employee when the employee was a child.

J. Catastrophic Leave

Bargaining unit employees may participate, as donors and recipients, in Catastrophic Leave programs according to local campus/hospital/LBNL procedures and Article 18 - Sick Leave.

K. Leave for Bone Marrow/Organ Donations

An employee who wishes to donate bone marrow to another person may use up to five (5) calendar days of accrued vacation, sick leave, compensatory time off, and/or leave without pay during a calendar year. An employee who wishes to donate an organ for transplant may use up to thirty (30) calendar days of accrued vacation, sick leave, compensatory time off, and/or leave without pay during a

UCM Bargaining 20232
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~~Union Counter #2 – 5.22.23 10:14am TA 05.22.23~~

calendar year. An employee may be required to submit medical documentation supporting the request for leave and/or return to work. Additional leave may be available to an employee donating bone marrow or an organ under Family and Medical Leave (see Section B. of this Article above) if the employee's condition qualifies as a serious health condition under the circumstances.

TAd 5/1/23

UCM
Margaret Franklin

TA 5/1/23
Teamsters Local 2010
Jm

University KM Bargaining

University Proposal #1

11.15.22 2.27.22 03.30.23 passed at 9:37 a.m.

Union Counter #1 4.24.23 1:41pm

University Counter #1 2023.05.01 TA'd at 204 pm

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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. ~~With the exception of retirement, the final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee (in the form of a check or direct deposit) at the employee's work location on the day of separation when, in a timely manner, not to exceed seven (7) working days.~~

- 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 their position with the University.

B. Job Abandonment

The University may treat unexcused failure to report to work for five (5) consecutive scheduled workdays as an employee's abandonment of, and resignation from, their 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 them. 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, their 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.
- C. 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.

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revises Local 2010
Jm June
10.18.22

UCM Article 24-Military Leave, Proposal #1, 2022/10/18

TA- 10.18.22 1:30pm

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 applicable State or Federal law would be more generous to employees than is currently provided in this Article, the University will comply with the law.

~~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.~~

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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.

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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.

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iii. Ineligible Employee

An employee not eligible for military leave pay may have such absence charged to accrued vacation, accrued compensatory time, or the military leave may be without pay.

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~~4.~~ 1. Monthly/Weekly Drills

Paid leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills. ~~However, unpaid leave may be granted for such meetings, or the employee may elect to use vacation or compensatory time.~~

~~5.~~ 3. 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~~ or 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~~ or 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. 1. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the employee requests such extension.

2. 2. Service Credit and Benefits

An employee granted extended military leave shall receive a lump-sum payment for earned salary, and accrued vacation. Upon written request, an employee may elect to

retain accrued vacation on the records for a period not to exceed one-hundred eighty (180) days. Vacation credits retained on the records in excess of one-hundred eighty (180) days shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred in the previous one- hundred eighty (180) day period.

~~4. 3. 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, they 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, they 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. 1. 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 (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.

~~4. 2. 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

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shall accrue vacation and sick leave and receive holiday pay in accordance with Article 17 - Vacation, Article 18 - Sick Leave, and Article 16 - Holidays.,

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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.

The University may grant leave without pay for further physical examinations required for military service or the employee may charge such time off to accrued sick leave, accrued vacation, or accrued compensatory time off.

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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 they are 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.

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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 their 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.

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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."

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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.

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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 their nearest blood relative for purposes of Military Caregiver Leave.

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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.)

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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 their 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.

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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, their relationship with the employee, 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.

1. 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 active 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.

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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 Active 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.

1A. 5/16/23
Teamsters Local
2010

TA UCM
Margaret Markler
5/16/23

University KM Bargaining

04.24.23 University Proposal #1 Passed at 10:49 a.m.

Union Counter #1 4.24.23

University Counter Proposal 05.01.23

Union Counter Proposal #2 5.15.23 11:18am

University Counter Proposal #2 05.15.23 passed 2:36 p.m. T.A 5.16.23 1:47pm

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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 Chief Human Resources Officer 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. If the University challenges the arbitrability of the grievance it shall provide notice to the Union prior to the selection of the arbitrator, when practicable.

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Proof of service must accompany appeals sent by certified mail. 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. ~~Mr. Michael Askin~~ ~~Christopher Cameron~~ ~~Guy Prihar~~ ~~Jan Stiglitz~~
2. Ms. Katherine Thompson
3. ~~Mr. John Kagel~~ ~~Paul Staudohar~~ ~~Anthony Miller~~ ~~Cheryl A. Stephens~~
4. ~~Mr. Robin Matt~~ ~~Juan Carlos Gonzales~~
5. Mr. Paul Roose
6. ~~Mr. Michael Guy Prihar~~ ~~Andrea Dooley~~
7. ~~William Riker~~ ~~Najeeb Nabil Khoury~~
8. ~~Carol Vendrillo~~ ~~David Weinberg~~

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 at least seven (7) calendar days prior to the hearing.

University KM Bargaining

04.24.23 University Proposal #1 Passed at 10:49 a.m.

Union Counter #1 4.24.23

University Counter Proposal 05.01.23

Union Counter Proposal # 2 5.15.23 11:18am

University Counter Proposal #2 05.15.23 passed 2:36 p.m. T.A 5.16.23 1:47pm

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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 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 or the parties mutually agree in writing to an extension of time. The arbitrator shall retain jurisdiction for purposes of disputes over application of the decision and/or remedy ordered.
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

University KM Bargaining

04.24.23 University Proposal #1 Passed at 10:49 a.m.

Union Counter #1 4.24.23

University Counter Proposal 05.01.23

Union Counter Proposal # 2 5.15.23 11:18am

University Counter Proposal #2 05.15.23 passed 2:36 p.m. T.A 5.16.23 1:47pm

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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 release time with pay shall be granted to the employee(s) and 1 employee 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~~ one (1) University business day T.A 5.1.2023 in advance. Employees so released shall be granted leave with pay and time shall be counted toward hours worked. 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:

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- 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~~ one (1) University business day T.A 5.1.2023 in advance of the activity.

TA'd 5/1/83
UCM
Margaret Kronin

TA 5/1/23
Transfers Local 2010
J

UCM Bargaining 2022

~~Union Proposal #1~~

~~11.14.22 2:11PM~~

2023.05.01 University Counter Proposal #1-2

5.1.23 Union Counter Proposal #2 3:47pm TA'd 4:33 p.m.

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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 they reasonably believe is unsafe, until the safety concern of the employee has been reviewed by Environmental, Health and Safety or designee. Management shall contact Environmental, 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 Environmental, 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.

with the appropriate safety equipment. The University may require unit employees to wear protective clothing, such as gloves, goggles, and masks, when working with hazardous materials. The University may also require unit employees to wear protective clothing, such as hard hats, safety glasses, and steel-toed shoes, when working in certain areas of the campus.

The University may also require unit employees to wear protective clothing, such as lab coats, when working in certain areas of the campus. The University may also require unit employees to wear protective clothing, such as aprons, when working in certain areas of the campus. The University may also require unit employees to wear protective clothing, such as coveralls, when working in certain areas of the campus.

The University may also require unit employees to wear protective clothing, such as safety harnesses, when working in certain areas of the campus. The University may also require unit employees to wear protective clothing, such as fall protection, when working in certain areas of the campus. The University may also require unit employees to wear protective clothing, such as life jackets, when working in certain areas of the campus.

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 an allowance of three hundred dollars (\$300) two hundred fifty (\$250) dollars ~~(\$225) in the form of a check up to two hundred dollars (\$200) 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.

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4. ~~UC MERCED will annually (July of each year) furnish an allowance of two hundred and fifty one hundred seventy five two hundred dollars and twenty five dollars (\$250) (\$175) (\$200) (\$225) in the form of a check towards the purchase of regulated prescription/corrective safety glasses to all employees in the bargaining unit. Safety glasses must be rated at a standard of no lower than current ANSI Z87.1. The acceptable ratings are subject to revisions as approved by ANSI. Employees shall be required to wear safety glasses as determined necessary by the University.~~

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

~~These allowances will be issued no later than the last full pay period in July of each year for duration of this agreement. Payment will be issued via the normal pay processing for the employee. These allowances are subject to applicable state and federal taxation as required.~~

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

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

T.A. Teamsters Local 200

[Signature]
5/22/23

TA UCM
Margaret Hamilton
5/22/23

University KM Bargaining

University Proposal #1

11.15.22

Union Counter Proposal #1 5.15.23 11:17am

University Counter Proposal #1 05.15.23 Passed 2?

T.A. University Counter #1 5.22.23

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ARTICLE 32 - PARKING

A. General Provisions

1. 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.

Parking increases shall not exceed ~~ten (10)~~ ~~five (\$)~~ 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.

~~Parking Rate Changes~~

~~At least thirty (30) calendar days prior to a campus implementation of changes in parking fees affecting employees of the unit, the University shall provide written notice to the Union of its intent to make such change. The University shall meet and discuss the increases upon request of Teamsters Local 200.~~

~~Fee Cap~~

~~The University shall not increase parking fees more than a maximum of five dollars (\$5.00) per month per year for the life of the contract, using the prior year as the benchmark for determining rates for the following year.~~

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TA
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Margaret 4/24/23

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Teamsters Local 2010

University KM Bargaining

2023.04.23 University Proposal #1 passed at 10:43 a.m.

T.A University Proposal #1 4.24.23

ARTICLE 33 - INSURANCE AND RETIREMENT BENEFITS

A. General Conditions

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>

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B. Health Benefits

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).

~~Beginning fiscal year 2020, and ending June 30th, 2023, increases in employee contribution rates for the Kaiser, and Health Net UC-Blue and Gold HMO health plans, for employees in salary tier pay bands 1 & 2 shall not exceed \$25 dollars per month (up to an aggregate increase of \$300/year) over the prior year for each year of the agreement. This is a non-precedent setting agreement that shall not be used by Teamsters Local 2010 in any other negotiations.~~

Pay Band	2023
1	\$65,000 & Under
2	\$65,001 to \$129,000
3	\$129,001 to \$194,000
4	\$194,001 & Over

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C. Retirement Benefits

1. The University maintains several retirement and savings plan for eligible University employees. Currently, such plans include the UC Retirement Plan (UCRP), TAX-deferred 403(b) Plan, Defined Contribution Plan (DC Plan), and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). Eligible Employees may participate in a number of retirements plans generally available to other eligible staff employees of the University.
2. The University may, at its option, alter the existing UCRS plans and establish new retirement and/or savings plans for the UCRS. Such alterations include but are not limited to altering the eligibility criteria; altering or deleting current benefits; changing rate of employee contribution subject to b.2 (below); or changing the carrier or administrator for established plans or programs.
 - a. In the event the University makes such alterations, the changes will apply to employees eligible for retirement benefits in the same manner as they apply to other eligible non-represented staff employees of the University.
 - b. The sole exception to section C.2, above, shall be:
 1. Any alterations proposed by the University which affect only bargaining unit employees.
 2. Any proposed increases to the rate of employee contribution will be subject to meeting and

University KM Bargaining

2023.04.23 University Proposal #1 passed at 10:43 a.m.

T.A University Proposal #1 4.24.23

conferring with the Union.

D. Health & Welfare Benefits (formerly side letter page 86)

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 or 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 the time to Teamsters 2010 as soon as practicable but in no event later than (60) days prior to the effective date of 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 (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 (4) additional hours may be granted for the purpose of the travel.

ARTICLE 35 - UNION PAYROLL DEDUCTIONS

A. Union Payroll Deduction

Upon notice from Teamsters Local 2010 ("Union") that an employee in the UC MERCED Skilled Crafts Bargaining Unit has authorized payroll deduction, the University agrees to deduct 1.44% of an employee's in-unit retirement gross pay and remit that amount to Teamsters Local 2010. Individual requests to cancel payroll deduction shall be directed to Teamsters Local 2010. The authorization for payroll deduction shall remain in full force and effect until Teamsters Local 2010 informs the University payroll deductions are to be stopped. Such notice is to be communicated as defined in Section B below. The Union notification of union payroll deduction authorization and/or stoppage is submitted by way of an Excel Template ~~refer to Appendix I of this agreement~~. For timing of Union notification and University administrative process, refer to Section B below.

2. Union Payroll Deduction Remittance and Administrative Fees. The University further agrees to remit monthly to the Union all authorized union payroll deductions minus the administrative fees. The cost of processing the manual check or electronic transfer of remittance monies shall be ten dollars (\$10.00). In addition, the University will charge the Union seven cents (\$0.07) per employee for whom deductions are being made, covering calculations and reporting administrative fees.

3. Correction of Errors.

- If the University fails to make appropriate authorized payroll deductions, the University shall correct the deduction amounts by deducting the correct amount from the employee's next scheduled pay date following thirty (30) calendar days from the Union notice of failure to take appropriate union payroll deduction.
- If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal deduction amount in any given pay period.
- If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.
- If the parties cannot agree on the amount of the appropriate deduction only the Union may file a grievance.

4. Changes to Dues Deductions Percentage Rate. If Teamsters Local 2010 changes the deduction percentage rate to be deducted from the employees' pay, it shall notify the

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University in writing forty-five (45) calendar days prior to the effective date of the change. Changes to the dues percentage rate is allowable once every twelve (12) months with no cost to the Union for programming changes. If the Union decides to make the change to the percentage rate more than once in a 12-month period, then the Union shall pay for the system programming changes at the same rates that apply to other employee organizations described in the University Accounting Manual.

5. **Political Contribution Program - DRIVE.** Dues paying members in the UC Merced Skilled Craft Bargaining Unit are eligible to participate in the voluntary deduction for DRIVE, a Teamsters Local-- 2010 political contribution program. This deduction is an ongoing deduction and not a one-time deduction. The Union will notify the University when a dues paying member volunteers to participate in this program by including them in the file referenced in Section B below. The authorization for participation is between the Union and the member. The University will refer members to the Union for questions regarding this voluntary deduction.
6. **Indemnification.** The Union shall indemnify the University for any claims made by any employee(s) in the UC Merced Skilled Crafts Bargaining Unit for deductions made by the University in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.
7. **Agency Shop Fee.** The Parties agree to reopen this Article for the purpose of bargaining over payroll deduction of Union dues and fair share fees in the event there is a change in the law regarding payroll deduction of Union dues and fair share fees.

B. Electronic Transmission of Deduction Information

1. Certification and Maintenance of Deduction Information.

- a. The Union will certify to the University to begin deductions or to stop deductions. For bargaining unit members, deductions shall be from in-unit earnings based on retirement gross earnings.
- b. The Union will either deliver an electronic file in Excel (.xls) format to UC Merced's appropriate office or upload files to the FTP website, in accordance with Section 2 below. The current process is to provide to UC Merced's appropriate office. The University shall provide to the Union at least a thirty (30) calendar days' notice in advance of any administrative process changes in the delivery of the electronic Excel file.
- c. Based on employees in this bargaining unit being paid bi-weekly, the union payroll deductions file, noted in Section B.1.b above, shall be transmitted to the University no later than the Friday before the end of the pay period in order to affect the next

payroll with a pay begin date that falls after the date the deduction certification is received from the Union.

- d. The Union will solely maintain the deduction authorization, signed by the employee from whose wages the deduction is to be made. The Union shall not be required to provide a copy of the member's authorization to the University as the arrangement is between the Union and the member. Employees will be directed to the Union should there be any questions from employees.
- e. If an employee is separated from the University or transferred out of the UCM Skilled Craft Bargaining Unit, union payroll deductions will be stopped.

2.1 The Union list to be submitted ~~in the format provided in Appendix 1~~ shall include the following:

- a. Location / Business Unit Code - Insert Code 10 for UCM Campus
- b. Location Name (Campus or Medical Center) - Insert UCM Campus
- c. Bargaining Unit - Insert KM
- d. Employee Identification Number
- e. Employee Name (Last, First)
- f. Action Code (A=Add, C=Change*, OR S=Stop) - Change is only applicable to changing DRIVE Amount
- g. Deduction Code (D=Dues, OR PA=Political Action/DRIVE)
- h. Indicate Ongoing Deduction Dollar Amount for Political Action

~~C. Union Security~~

~~Individual requests to cancel payroll deduction shall be directed to Teamsters Local 2010. The authorization for payroll deduction shall remain in full force and effect until Teamsters Local 2010 informs the University payroll deductions are to be stopped. Such notice is to be communicated as defined in Section B above.~~

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TA Teamsters Local 2010

5/15/23



TA UCM
5/15/23
Margaret Frankel

UCM Bargaining 2022

Union Proposal #1 11.15.22 2:06pm

University Counter Proposal #1 2.27.23 10:13AM

Union Counter Proposal #1 2.27.23 2:23pm

University Counter Proposal #2 03.20.23 passed 2:16 p.m.

Union Counter #2 3.30.23 passed 11:13am

University Counter Proposal #3 05.01.23 TA 11:16am

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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
- f. Availability of qualified bargaining unit employees who have the special skills and licensures to perform the project work on overtime

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- ~~B. The UC Merced KM Stewards, or designee, shall receive an invitation to all Hot Sheet meetings, written notifications of contracts pertaining to normal Bargaining KM unit work that is being considered for Contracting Out. Circumstances permitting, such notifications shall be prior to the start of such contracted work.~~ 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. ~~Upon written request by the Union, twice per year, the University shall provide to the Union and the 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 Teamsters 2010 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 subcontracting will be a standing agenda item at labor-management meetings scheduled in accordance with Article 36, Labor-Management Relations.

~~E. The University will comply with Regents Policy 5402: Policy Generally Prohibiting Contracting for Services.~~

TA UCM
Margaret Franklin
5/22/83

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UCM Bargaining 2022

~~Union Proposal #1 2.1.23 3:37pm~~

~~University Counter Proposal 2024.04.25 passed at 9:41 a.m.~~

~~University Counter Proposal #2 05.02.23 passed 1:18 p.m.~~

~~University Counter Proposal #3 05.02.23 passed 2:26 p.m.~~

~~Union Counter Proposal #3 5.2.23 passed 3:25pm~~

~~University Counter Proposal #4 5.2.23 passed 3:51~~

~~Union Counter Proposal #4 5.15.23 11:53am~~

~~Union Counter Proposal #5 5.15.23 3:24pm~~

~~University Counter Proposal #5 5.16.23 passed~~

~~10:10 A.M.~~

~~Union Counter Proposal #6 passed 11:40am~~

~~University Counter Proposal #6 05.16.23 passed 1:49 p.m.~~

~~Union Counter Proposal #7 passed 11:54am~~

~~University Counter Proposal #7 passed at 12:59 p.m.~~

~~Union Counter Proposal #8 passed 2:52pm~~

~~University Counter Proposal #8 passed 3:17 p.m. TA 05.22.23~~

~~1. The University is reviewing and considering the titles proposed for an equity adjustment and shall provide a counter proposal. The parties understand that all proposals in Article 44 are part of a complete economic package.~~

~~a. Tentatively~~

~~Effective July 1st, 2023. Within 90 days after ratification of the agreement, the University will implement an Equity Adjustment with an effective date of first full pay period including July 1, 2023. (TA 5.22.23) for the following Classifications; applied before the aforementioned across the board increase(A.a.).~~

~~Carpenter 11.00%~~

~~Electrician 3.00%~~

~~HVAC 1.31%~~

~~Locksmith 4.56%~~

~~Maintenance Mechanic 12.57%~~

~~Plumber 5.38%~~

~~Stationary Engr 7.12%~~

~~Water Distribution Mech 2 0.31%~~

~~Carpenter 2.00% 10 2.00% 10% 2.00% 3.5% 8% 4%~~

~~Electrician 2.00% 3% 2.00% 3% 2.00% TA 5.16.23~~

~~HVAC Mechanic 1.31% TA 5/2/23~~

~~Locksmith 4.56% 4.56% 2% 4.56% 2.00% 2.5% 4% 3%~~

~~Plumber 2.00% 5.18 2.50% 5.38% 5% 3.50% 5% 4%~~

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UCM Bargaining 2022

~~Union Proposal #1 2.1.23 2:37pm~~

~~University Counter Proposal 2024.04.25 passed at 9:41 a.m.~~

~~University Counter Proposal #2 05.02.23 passed 1:18 p.m.~~

~~University Counter Proposal #3 05.02.23 passed 2:26 p.m.~~

~~Union Counter Proposal #3 5.2.23 passed 2:25pm~~

~~University Counter Proposal #4 5.2.23 passed 3:51~~

~~Union Counter Proposal #4 5.15.23 11:53am~~

~~Union Counter Proposal #5 5.15.23 2:24pm~~

~~University Counter Proposal #5 5.16.23 passed
10:10 A.M.~~

~~Union Counter Proposal #6 passed 11:40am~~

~~University Counter Proposal #6 05.16.23 passed 1:49 p.m.~~

~~Union Counter Proposal #7 passed 11:54am~~

~~University Counter Proposal #7 passed at 12:59 p.m.~~

~~Union Counter Proposal #8 passed 2:52pm~~

~~University Counter Proposal #8 passed 3:17 p.m. TA 05.22.23~~

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~~Maintenance Mechanic 1.00% 12.57 1.5% 12.57% 1.5% 2.0% 12% 10%
4% effective July 1st 2023 3 % effective July 1st 2024 3 4%~~

~~HVAC Mechanic Lead 2.00% TA 5.16.23~~

~~Stationary Engineer 4.00% 7.12 % 4.00% 7.12% 4.00% 9.0% (TA
5.16.23)~~

~~Water Distribution Mechanic 2 .31% TA 5/2/23~~

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~~a. Effective first full pay period including July 1, 2021, Maintenance Mechanic flat rate
will receive an additional \$0.50/hour to the flat rate, applied before the aforementioned 2%
across the board increase (A.b.)~~

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

D. 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. Employees in the bargaining unit shall be eligible for the Staff Appreciation & Recognition ("STAR") Plan in accordance with UC Merced's implementing guidelines.

E. High Voltage Specialty Pay

- Qualified high voltage electricians assigned to do high voltage work, by appropriate administrator, shall be paid a stipend based on an annual amount of \$350.00 spread over 26 biweekly paychecks in each biweekly pay period while assigned.
- Qualified high voltage electricians for the purpose of this Agreement are individuals who:

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UCM Bargaining 2022

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~~Union Counter Proposal #7 passed 11:54am~~

~~University Counter Proposal #7 passed at 12:59 p.m.~~

~~Union Counter Proposal #8 passed 2:52pm~~

~~University Counter Proposal #8 passed 3:17 p.m. TA 05.22.23~~

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1. Operate and maintain electrical infrastructure designed to operate over 600 volts;
2. Demonstrate by performance familiarity with operation of high voltage electrical equipment; and
3. Can identify hazards involved, proper safety precautions and safety equipment.
4. Has successfully completed all trainings as required by appropriate administrator as follows:
 - i. Core Safety Training
 - ii. Advanced Electrical Safety and Lockout/Tagout training; and
 - iii. Hazardous Electrical High Voltage training.
- c. Where the University requires certification and training for qualified high voltage electricians, the University will pay the fees and related costs.
- d. High Voltage specialty pay shall be implemented upon effective date of this agreement.

~~F. Each Lead Employee shall maywill may receive a minimum of seven and one-half percent (7.5%) more than the rate of the highest paid in the Job Family. However, the University has the non-grievable discretion to increase the differential based upon operational necessity.~~

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TA. Teachers Local
2010
University KM Bargaining

University Proposal #1 2023.04.25 passed at 9:39 a.m.

TA University Proposal #1 5.22.23

5/22/23

TA UCM
Ymaguete
5/22/23

ARTICLE 45 – DURATION

This Agreement shall become effective on July 1, 2020~~3~~ and shall remain in full force and effect until 11:59 p.m. on June 30, 202~~3~~8. 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 June 1, 202~~7~~2, with an exchange of proposals and actual negotiations to begin within thirty calendar days thereafter. This Agreement shall remain in full force and effect while negotiations for a successor agreement are continuing.

TA Teamsters Local 2010

5/16/23

Margaret
Grucci
5/16/23

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~~APPENDIX E~~

~~TEAMSTERS LOCAL 2010~~

~~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~~

TA Teamsters Local 2010
5/16/23

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~~APPENDIX F~~

~~SAFETY SHOE PROCESS/NOTIFICATION~~

~~In accordance with Article #30 of the TEAMSTERS LOCAL 2010 Merced Skilled Crafts Agreement, UCMERCED will annually furnish up to \$200 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 \$200 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~~

~~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 Teamsters Local 2010 KM Unit member making a claim for the first time this contract year.~~

~~_____
Employee Signature~~

~~_____
Date~~

~~_____
Print Employee Name~~

~~_____
Approver's Signature~~

~~_____
Date~~

~~_____
Print Approver Name~~

TA UCM
Margaret Franklin
2/27/23

TA UCM
T. Hester's Local
2010
2/27/27

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 their 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 their 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.

TA Transfers
2010
5/16/23

Marquette Franklin
5/16/23

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~~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 their 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 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~~

~~**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 – RATIFICATION LUMP SUM FOR ENRIQUE VARGAS

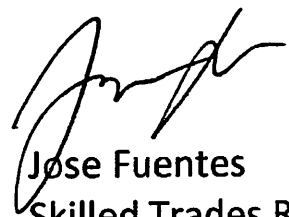
The University has advised the Teamsters that there is one employee in the KM unit who is on probationary status as of May 22, 2023. This employee is Enrique Vargas ("Vargas") who serves as a Stationary Engineer. As part of the successor collective agreement for the KM unit, the parties have agreed that on a one-time non-precedent to provide Vargas with the ratification lump sum provided to all other KM members. The lump total is \$3,000.00 and is pensionable and subject to dues and all applicable state and federal taxes.

The parties further agree that this one-time exemption is not to be referenced or sought to be relied upon in future proceedings between the University and Teamsters Local 2010, no matter how categorized. Be they administrative or judicial. The parties also agree that the lump sum is only to be provided upon Vargas' successful completion of the University's probationary program. Moreover, the parties agree that this agreement does not convey upon Vargas any rights or privileges other than those to which he is entitled as a matter of law as a probationary employee for the University.

May 22, 2023:



Margaret Franklin
Interim Employee
and Labor Relations
Manager



Jose Fuentes
Skilled Trades Rep.

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.

UNIVERSITY OF CALIFORNIA, MERCED


TEAMSTERS LOCAL 2010


Margaret Franklin
Chief Negotiator
Interim Employee & Labor Relations Manager


DATE


Jose Fuentes
Chief Negotiator
Skilled Trades Representative


DATE


Jonathan Lampman
Assistant Vice Chancellor
Facilities Operations


DATE


Brandon Heyman
Locksmith/Chief Steward

DATE


Tony Smullen
Chief of Staff
Physical Operations, Planning & Development


DATE


Oz Smith
Maintenance Mechanic

DATE


Tim Olson
Superintendent of Skilled Trades, Central Plant

DATE


Bryan Spielman
Plumber

DATE


Felice Sanchez
Labor Relations Consultant

DATE


Ashlee McNeill
Employee Relations Consultant

DATE