



AGREEMENT  
BETWEEN

# TEAMSTERS

## LOCAL UNION No. 2010

AND

UNIVERSITY OF CALIFORNIA,  
**IRVINE**

Skilled Crafts Unit

November 23, 2021 – June 30, 2024



[www.teamsters2010.org](http://www.teamsters2010.org)



@teamsters2010



@ibtlocal2010

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## Dear Local 2010 Teamster:

Welcome to Teamsters Local 2010, one of the largest, most dynamic and fastest growing Unions in America! Our Union unites more than 15,000 workers throughout California to win fair wages, benefits, and rights at work. We are proudly affiliated with the 1.4 million members of the Teamsters Union throughout the United States and Canada.

Standing together in our Union, we have won the many rights contained in this contract, and the ability to enforce those rights through the grievance procedure. We encourage you to familiarize yourself with our rights, because they are only as good as our willingness to protect them together.

In Teamsters Local 2010, we have worked hard to build our Union into a powerhouse for working people in California. We have seen that when we take action together, we have the power to win better wages and benefits for our families.

Our Union is only as strong as its members, so we encourage you to get involved! Make sure that you and all of your co-workers are full voting members of the Teamsters. Contact your Union Representative or visit [www.teamsters2010.org](http://www.teamsters2010.org) for information about upcoming Union events. Consider helping to build your Union by becoming a Union steward or activist.

We look forward to continuing our work together to build and maintain a better workplace!

## In Solidarity,



**Jason Rabinowitz**  
Secretary-Treasurer



**Catherine Cobb**  
President



**Drew Scott**  
Skilled Trades Director

# OUR CONTRACT

Standing together in our Union, we have won the rights contained in this contract, rights that employers in the non-Union workplace do not have to provide. Here are some highlights:



**Guaranteed raises totaling 16-19% over the 2.5-year Agreement. (Article 41)**



**The right to a guaranteed pension for a secure retirement. (Article 39)**



**The right not to be terminated or disciplined without just cause. (Article 19)**



**The right to a safe workplace, safety trainings, and a safety committee. (Article 25, 26, 27)**



**The right to health coverage, including for our families, with most costs paid by the employer. (Article 39)**



# OUR RIGHTS

**40 hours of paid leave for Training and Development.**  
***(Article 12)***



**The right to protection of our work.**  
***(Articles 1, 21, 22)***



**The right to enforce our rights through a grievance procedure ending with a binding decision by a neutral arbitrator.**  
***(Articles 23, 24)***



**The right to paid holidays, vacation, and sick leave.**  
***(Articles 13, 14, 15)***



**The right to engage in Union activity and take action together to improve our workplace.**  
***(Articles 4, 34, 37)***





# WHAT IS A UNION?

## IT'S SIMPLE, REALLY.

### UNIONS ARE WORKERS WHO STAND TOGETHER

to bargain with their bosses for better pay, safer working conditions and decent benefits. When workers stand together, we have power. And that power makes the American Dream more attainable for everyone. Teamsters Local 2010 unites 15,000+ workers throughout California.

## STAND TOGETHER, WIN TOGETHER!

# WHO NEEDS UNIONS?

## WE ALL DO.

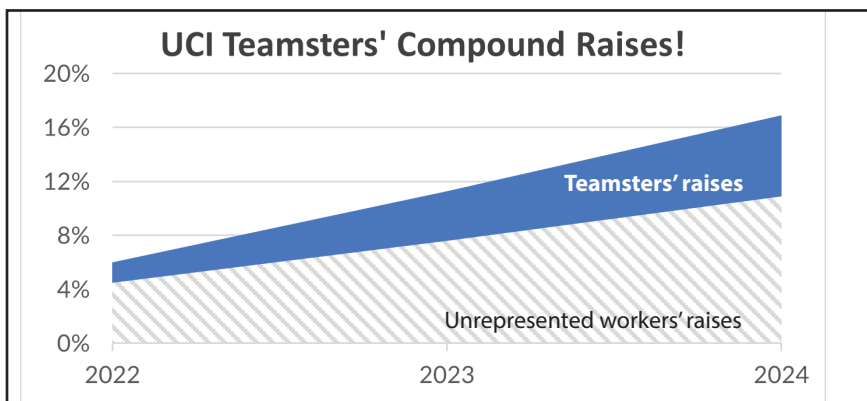
Unions even the playing field for all workers by standing up against greed and injustice in the workplace. Executive compensation and corporate profits are ballooning out of control, while middle-class workers struggle to pay the bills. When we stand together and take action as Teamsters, we have the power to bargain for better wages and benefits.

## WHAT HAVE UNIONS DONE FOR ME?

**WORKING PEOPLE STOOD TOGETHER** in unions to win fair wages and create the great American middle class. Together, we won the 40-hour work week, paid vacations, paid sick leave, healthcare, and a dignified retirement. Today, unions are the only counterbalance workers have against overpaid and out of touch executives.

## BY STANDING TOGETHER AS TEAMSTERS, MEMBERS:

- Won raises for clerical & administrative workers totaling 66.2% over 12 years;
- Won raises for Skilled Trades workers of up to 38.2% over seven years. Newer Trades Teamsters received double the raises of non-represented workers;
- Protected our benefits by maintaining our guaranteed pension, and winning limits on increases in employee costs for retirement, medical, and parking;
- Won greater protection for workers facing unjust discipline;
- Passed first anti-bullying law in California history.
- Passed legislation that enables the Public Employment Relations Board to levy fines when public institutions engage in Union busting activity.



# DO WE STILL NEED UNIONS TODAY?

**MORE THAN EVER!** CEOs and Wall Street bankers are trying to dismantle the American Dream by outsourcing our jobs, slashing wages, threatening our retirement, and attacking our Unions. Teamsters are building member power to protect our wages and benefits, and win fair treatment at work.

## MAINTAINING OUR POWER

Teamsters Local 2010 is meeting these challenges by:

- Signing up thousands of new Teamster members;
- Recommitting our members to stand together as Teamsters;
- Training and empowering hundreds of stewards and activists;
- Organizing non-union workers into the Teamsters;
- Taking action together for fair treatment at work.

**WHEN WE  
STAND TOGETHER,  
WE WIN TOGETHER!**

To become a member, go to:  
[www.teamsters2010.org/become-a-member](http://www.teamsters2010.org/become-a-member)





# WHAT IS A STEWARD?

Union Stewards are the backbone of our Union. Stewards are workplace leaders who organize and advocate for their co-workers. Stewards work with their Union Representatives and members in their workplace to ensure that management follows our contract and respects our rights. Stewards mobilize members into action, empowering workers to create change while educating us on our rights.

**If you are interested in becoming a Union Steward,** contact your Union Representative to get signed up for a Steward Training, which are held several times each year in both our Southern and Northern California Union halls.



# D.R.I.V.E.

Wall Street Billionaires and Corporate CEOs spend big money in Sacramento and Washington to influence legislators and push their anti-worker agenda. They outspend working families on politics by more than 15-1.

But the Teamsters, through grassroots political action across America, have won victories for working families, and stopped some of the worst attacks on our rights.

Today, Big Business is pushing its agenda harder than ever, trying to take away living standards and rights of working people. That means we have to fight back stronger than ever, to move forward with our pro-worker agenda, like defending workers' rights, improving job safety, fighting for affordable childcare, and stopping workplace abuse and harassment.

We need every Teamster to take a stand for working families by making a voluntary contribution to our Teamsters political action committee, DRIVE – the Democratic Republican Independent Voter Education Program. Your contribution supports grassroots action by Teamster families to stand up to corporate interests, and helps elect political leaders who support working people.

Contributions to DRIVE support a wide range of Teamsters activities:

- Keeping members and their families informed on the key issues that affect our future, including voter guides that show the records of our Senators and Representatives in Congress.
- Rallies, news conferences, advertisements, and phone banks to build support on issues of concern to working people.
- Voter registration, and financial support for political candidates who will stand up for working families. DRIVE is non-partisan and independent from any political party.

**Contact your Union Representative for more information.**

# TEAMSTER PRIVILEGE

Teamsters Local 2010 is proud to endorse Teamster Privilege—a package of exclusive benefits and services for Teamster members and our families. Because of our strength of membership the Teamster Privilege program offers benefits that extend above the benefits negotiated with your employer under your Teamster contract. These benefits are available for as long as you are a Teamster member, and many remain after you retire as a Teamster.

In addition to the benefits of a strong voice and representation on the job, you and your family also have the right to enjoy the following Teamster Privilege benefits:

- **Life with Dues insurance policy**
- **Teamsters scholarships for family members**
- **Union Plus discounts on travel, theme parks, and other recreational activities**
- **Teamster Privilege Credit Card opportunity**
- **Mortgage and Real Estate Program**
- **Life, Accident and Pet insurance**
- **Auto and Homeowners Insurance**
- **Free Credit Counseling**

**For more details, visit [teamsters2010.org/member-benefits](https://teamsters2010.org/member-benefits).**



San Diego State University Skilled Trades member Steven Quinn's daughter, Siena, was awarded a \$1,000 scholarship in 2020 by Teamsters Joint Council 42.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**UNIVERSITY OF CALIFORNIA,  
IRVINE**

**AND**

**TEAMSTERS LOCAL 2010**

**Skilled Crafts Unit**

**November 23, 2021 – June 30, 2024**

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## **ARTICLE 1 – RECOGNITION**

This Agreement, effective November 23, 2021, is entered into by and between The Regents of the University of California, a corporation, referred to hereinafter as the “University” and Teamsters, Local 2010 referred to as the ‘Union.’

The University recognizes Teamsters, Local 2010 (“Teamsters”), which was certified by the Public Employment Relations Board (PERB) on October 30, 2017, as the exclusive bargaining agent for matters within the scope of representation for employees at UCI in the following classifications, excluding those classifications and/or employees designated as managerial, supervisory, and confidential (as defined in HEERA). The term “employee” as used in this Agreement shall refer to employees mentioned above as being within the bargaining unit covered by this Agreement.

### **Job Title**

Asst. Supervisor – Carpenter  
Asst. Supervisor – Electrician  
Asst. Supervisor – Fire and Security Systems  
Asst. Supervisor – HVAC Mechanic  
Asst. Supervisor – Irrigation Mechanic  
Asst. Supervisor – Locksmith  
Asst. Supervisor – Maintenance Mechanic  
Asst. Supervisor – Mason  
Asst. Supervisor – Painter  
Asst. Supervisor – Plumber  
Asst. Supervisor – Sheet metal Worker  
Asst. Supervisor – Sign maker  
Asst. Supervisor – Steam Op. Engr.  
Lead Building Automation Technician  
Lead Carpenter  
Lead Co-generation Operator  
Lead Electrician  
Lead High Voltage Electrician  
Lead HVAC Mechanic

Lead Irrigation Mechanic  
Lead Locksmith  
Lead Maintenance Mechanic  
Lead Mason  
Lead Painter  
Lead Plumber  
Lead Roofer  
Lead Sheet Metal Worker  
Lead Sign Maker  
Lead Steam Operating Engineer  
Lead System Operator  
Building Automation Controls Technician  
Carpenter  
Co-generation Instrument and Control Technician  
Co-generation Operator  
Electrician  
Fire and Security Systems Technician  
Fire Sprinkler Technician  
HVAC Mechanic  
High Voltage Electrician  
Irrigation Mechanic  
Locksmith  
Maintenance Mechanic  
Mason  
Painter  
Physical Plant Specialist  
Plumber  
Roofer  
Sheet Metal Worker  
Sign Maker  
Stationary Engineer Instrument and Controls Technician  
Steam Operating Engineer  
System Operator

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



- B. The term “employee” as used in this Agreement shall refer to any probationary, career, or limited employees of UCI in the above-mentioned unit except for those excluded pursuant to Section A above.
- C. Pursuant to PERB Rules and Regulations for unit modification, certain classifications may be added to the above-described UCI Skilled Crafts Unit by mutual agreement of the parties. The University and Teamsters Local 2010 will meet and confer, within sixty (60) calendar days of the request of either party, regarding proposed new classifications to be added to the bargaining unit. Teamsters Local 2010 shall submit a written request to meet and confer regarding the proposed new classification and provide any data in support of the request to UCI.

## **ARTICLE 2 – DURATION**

- A. This Memorandum of Understanding shall become effective November 23, 2021, and shall remain in effect until 11:59 p.m. on June 30, 2024. This Agreement shall automatically renew itself, unless either of the parties requests in writing that negotiations for a successor agreement commence. Notification of a request to commence negotiations for a successor agreement shall be submitted by either party at least sixty (60) days prior to the expiration of this Agreement. While negotiations for a successor agreement are continuing, this Agreement shall remain in full force and effect.
- B. The University and Teamsters Local 2010 shall each have the opportunity to reopen the Agreement for the negotiation of amendments to the Agreement sixty (60) days prior to the expiration date. Notification of a request to commence negotiations shall be submitted by either party no later than May 1, 2024.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- A. The University, unless expressly limited by the Agreement, retains solely and exclusively the rights, functions, powers, and authority to: establish the University's missions, programs, objectives, activities, and priorities; plan, direct, and control the use of resources to achieve the University's missions, programs, objectives, activities and priorities; develop, implement and administer affirmative action programs; establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on; introduce new or improved methods, programs, equipment or facilities or change or eliminate existing methods, programs, equipment or facilities; determine the location or relocation, reorganization or discontinuance of operations; determine where employees shall work; determine and modify job classifications and job descriptions; assign work, schedule days and hours of work including overtime, or work beyond an employee's assigned shift, recruit, hire, develop, train, assign, promote, transfer, demote or layoff limited, career or probationary employees; establish the size, composition and qualifications of the work force; establish, modify and enforce standards of performance, conduct and safety for employees; and maintain safely in its operations.
- B. The above enumeration of management rights is not all-inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by management be construed to mean that any right is waived. The exercise of management rights shall not be subject to meeting and conferring.
- C. No action taken by the University with respect to the above enumerated rights shall be subject to the Grievance or Arbitration Procedure of this Agreement

or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

#### **ARTICLE 4 – NONDISCRIMINATION IN EMPLOYMENT**

- A. The University will not discriminate with regard to race, color, religion, national origin, ancestry, sex, gender expression, gender identity, gender transition status, marital status, pregnancy (includes childbirth and related medical conditions), sexual orientation, physical or mental disability, medical condition (cancer related or genetic characteristics), HIV status, union activity, political affiliation and status as a covered veteran as defined by the Vietnam Era Veterans Readjustment Assistance Act (VEVRA), service in the uniformed services (including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service), age or citizenship. As required by law, including relevant Federal and State Constitutional and statutory provisions and University rules or regulations, the provisions of the Agreement shall be applied to all members of the unit without regard to marital status, handicap, medical condition, genetic information, and status as a disabled veteran.
- B. For purposes of this Article only, medical condition means any health impairment related to, or associated with, a diagnosis of cancer, for which a person has been rehabilitated or cured based on competent medical evidence or genetic characteristics. Genetic information includes family history. Pregnancy includes childbirth and related medical conditions. Service in the uniformed services includes membership, application for membership, performance of service, application for service or obligation for service, in the uniformed services.

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

## **ARTICLE 5 – PROBATIONARY PERIOD**

- A. All career employees shall serve a probationary period of six (6) calendar months at fifty percent (50%) time or more without a break in service. Time on leave with or without pay is not qualifying service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period.
- B. Prior to the completion of the probationary period, an employee may be disciplined and/or released at the discretion of the University and without recourse to the Grievance or Arbitration Procedure of this Agreement.
- C. An employee in a limited appointment converted to a career appointment within the unit shall serve, at the discretion of the University, a probationary period commencing with the career appointment. Up to three (3) months of time served as a limited employee (as defined in Article 6.A.) in the same job immediately prior to hire, shall count toward completion of the probationary period. For the purposes of this provision, “same job” means a job in the same department/unit, with the same job description.

## **ARTICLE 6 – LIMITED APPOINTMENTS**

- A. A limited appointment is an appointment established at any percentage of time, fixed or variable, which is not expected to continue for more than one thousand (1000) hours in a twelve (12) month period.

- B. An individual appointed to a limited appointment shall convert to a career appointment when he/she has attained one thousand (1000) hours of qualifying service within a twelve (12) month period, without a break in service of at least one hundred twenty (120) consecutive calendar days. Qualifying service includes regular straight time hours worked in one or more limited appointments at the University. However, any break in service of one hundred twenty (120) consecutive calendar days or longer shall result in a new twelve (12) month period for purposes of calculating the one thousand (1000) hour requirement for conversion to a career appointment. Such career designation shall be effective on the first day of the month following attainment of one thousand (1000) hours of qualifying service.
- C. Employees in limited appointments may be released or have their time reduced at the sole discretion of the University. A dispute arising from this Article may only be reviewed through Step 2 of the grievance procedure. An employee in a limited appointment shall be automatically released as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.
- D. Limited employees shall not normally be hired instead of career employees.

## **ARTICLE 7 – HOURS OF WORK**

### **A. Standard Workweek**

The workweek consists of seven (7) consecutive days beginning at 12:01 a.m. Sunday morning, and continuing to midnight the following Saturday night.

### **B. Standard Work Schedule**

The standard work schedule for full-time employees shall be forty (40) hours per workweek, normally scheduled on five (5) consecutive days in shifts



consisting of eight (8) consecutive hours of work time, excluding a thirty (30) minute unpaid meal period break, and two (2) consecutive days of rest exclusive of holidays.

C. Alternate Work Schedules

1. Alternate work schedules may be established at the sole discretion of the University.
2. Shop seniority shall be the primary consideration used to fill an Alternate Work Schedule. However, employees who have demonstrated competencies not possessed by others in the classification will also be considered. In the event there are two (2) or more employees with equivalent demonstrated competencies, then the employee with greater seniority will be selected. New hires shall occupy the open shift after the process has been completed.
3. Employees may request alternate work schedules. The University will review the feasibility of implementing requested alternate work schedules. Upon the annual request of the employee, management will provide a written reason(s) as to why the alternative schedule is not feasible.
4. In the event the University decides to abolish, establish, or change alternate work schedules for a group of employees, the University shall inform the affected employees and the Union, in writing, at least fifteen (15) calendar days prior to taking such action. Upon timely request of the Union, the parties shall meet and discuss the proposed changes.
5. Nothing in Section C shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

6. Alternate work schedules may require a change to the employee's workweek in order to ensure full-time employees are scheduled for a forty (40) hour workweek on a regular basis in compliance with the Fair Labor Standards Act.

D. Posting of Work Schedules

Work schedules showing work shifts for employees for the period January 15 of one year through January 14 of the following year shall be posted on appropriate bulletin boards prior to the preceding December 1, and shall remain posted throughout the life of the schedule.

E. Changes in Work Schedules

Employees shall be notified of long term changes in work schedules at least fourteen (14) calendar days in advance, except for an emergency. A change in work schedule which lasts longer than thirty (30) calendar days is considered long term. A change in work schedule which lasts less than thirty (30) calendar days requires at least seven (7) calendar days advance notice.

An emergency as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, and requiring immediate action to protect life, safety, and health. Where changes in work schedule are made without the requisite seven (7) calendar days' notice, excluding changes to meet emergencies, employees will be compensated at the overtime rate defined in Article 8, Overtime, of this Memorandum of Understanding for all time worked on the new schedule during the seven (7) calendar day notice period. This notification requirement does not apply to relief operators. Work schedule changes shall not be made for disciplinary purposes.

The University may, at its sole discretion, and after consideration of special needs, grant employee requests for short term flexible working hours or shift assignments.

F. Shifts

1. Campus

Day:

The regular day shift is from 7:00 a.m. – 3:30 p.m. however it may consist of eight (8) working hours between 5:00 a.m. and 5:00 p.m. as scheduled by the department head, excluding a thirty (30) minute unpaid meal period. Management may establish, or discontinue, shift hours other than the established shift hours upon appropriate notice to employees as referenced in Section E. above.

Evening: 3:00 p.m. to 11:30 p.m.

Night: 11:00 p.m. to 7:30 a.m.

No shift differential shall be paid when the entire eight (8) hour shift falls between the hours of 5:00 a.m. and 5:00 p.m. Shift differential for all shifts shall be paid in accordance with Article 40, Shift Differential.

2. Medical Center

Steam Operating Engineers

Day: 6:00 a.m. to 2:00 p.m.

Evening: 2:00 p.m. to 10:00 p.m.

Night: 10:00 p.m. to 6:00 a.m.

All other positions at Medical Center

Day: 7:00 a.m. to 3:30 p.m.

Evening: 3:00 p.m. to 11:30 p.m.

Night: 11:00 p.m. to 7:30 a.m.

3. Alternate Work Schedule

Campus Steam Operating Engineers and Co-generation Operators

- a. Campus Steam Operating Engineers and Co-generation Operators shall participate on an alternate work schedule similar to a 3/12 schedule as detailed in paragraph (C) below.
- b. Shift hours:
  - 1. Day shift shall begin at 5:00 a.m. and end at 5:00 p.m.
  - 2. Night Shift shall begin at 5:00 p.m. and end at 5:00 a.m.
  - 3. Start times shall remain as above and end four (4) hours early for the eight (8) hour day.
  - 4. There will be no rotating shifts.
- c. The schedule is a bi-weekly schedule. Employees must work eighty (80) hours over a fourteen (14) day period. Each employee shall work three 12 hour shifts per week and one additional eight (8) hour day in each bi-weekly period as scheduled.
- d. A workweek is a period of time consisting of seven (7) consecutive days. Each employee's workweek shall be modified to begin half way during the eight (8) hour day.
- e. Shift Differential:

All employees who work the night shift shall receive shift differential, in accordance with Article 40, for all hours worked on the Night Shift between the hours of 5:00 p.m. and 5:00 a.m.
- f. Holidays:

Employees who are scheduled to work holidays must request and have approval to be off shift for the holiday in advance. For all other holiday issues, the practices used for Vacation shall prevail (Article 15).

G. Trading of Shifts

Employees may trade shifts only upon written request and permission of supervisor. The University shall not be required to pay any type of premium pay or suffer any added expense as a result of shifts traded at the request of the employee. Voluntary shift changes that incur overtime are subject to prior management approval.

H. Vacant Shifts

When positions are vacated, shop seniority shall be used to re-bid the vacancy first. New hires shall occupy the open shift after the seniority bidding process has been completed.

I. Shift Structure Change

1. In the event of a shift change in the present shift structure, the most senior person in the craft will have the right of first refusal. However, under special circumstances, as determined by the University, qualifications may be a factor for consideration.
2. Seniority, for the purposes of this section, shall be defined as the start date in the shop. If equal, the tiebreaker will be the University hire date.

J. Reporting Time

If an employee reports to work as scheduled and is not notified that his/her hours have been changed, he/she may be required to work four (4) hours and receive four (4) hours' pay at the appropriate rate.

K. Meal Periods

Meal periods shall not count as time worked, except that steam operating engineers required to stand watch for the full shift shall be permitted to eat when and as

their duties permit, and such meal time, not to exceed thirty (30) minutes, shall be counted as time worked. An employee who is required to work overtime must take a thirty (30) minute unpaid meal break, conditions permitting, if the overtime worked is more than six (6) hours.

L. Rest Periods

One rest period, not to exceed fifteen (15) minutes, may be granted to an employee during each half of an eight (8) hour shift. Rest periods shall not be taken at the beginning or end of a work period or combined with a meal period, nor may they accumulate if not taken. Rest periods are scheduled by the supervisor and shall be granted unless operational necessity requires that they be denied. If denied, the rest period shall be granted as soon as practicable thereafter.

M. Clean-Up/Pick-Up Time

Each employee shall be permitted a fifteen (15) minute clean-up period at the end of each work shift, which includes preparation of time cards, cleaning and pick-up procedures. A longer clean-up period shall be granted to employees whose job involves excessive contact with dirty or greasy tools, objects, equipment, etc. Watch standers are not included in this clean-up section.

**ARTICLE 8 – OVERTIME**

A. Definition

Overtime shall be defined as those hours which are worked by an employee in excess of forty (40) hours in one week. Holidays, vacation days, and days on jury duty or witness leave, and days on compensatory time off shall be included as hours worked for the purpose of determining overtime pay.

B. Compensation for Overtime

1. Hours worked in excess of forty (40) hours worked in a workweek shall be compensated at one and one-half (1 ½) times an employee's regular rate of pay.
2. There shall be no compounding / pyramiding of overtime payments.

C. Campus Compensatory Time

1. Overtime shall be compensated at the option of the employee, by pay or by compensatory time off at the appropriate rate.
2. Compensatory time off shall requested by the employee and to be approved by the University and taken within the fiscal year it is earned. Employees may request use of compensatory time off. The compensatory time request must be made at least three (3) calendar days in advance of requested usage, where possible. An employee who has requested use of compensatory time off shall be permitted use of such time within a reasonable period after making the request, based on the operational needs of the University. Requests made with less than three (3) days' advance notice may be granted at the discretion of the supervisor. Compensatory time off shall only be approved if no additional overtime by other unit members is required. If no response to the request is received within three (3) calendar days, the employee may elevate the request to the next level of management for consideration.
3. Compensatory time off should be taken prior to July 1 of each year. All compensatory time in excess of forty (40) hours will be paid off on the next regularly scheduled pay period following July 1 of each year. No more than once per fiscal year, employees may

request payout of all or part of their compensatory banked hours.

4. Compensatory time off shall be paid at the employee's rate of pay at the time compensatory time is taken, in no event will an employee be allowed to accrue more than one hundred and twenty (120) hours of compensatory time. Each employee shall have a revolving bank of compensatory time not to exceed one hundred and twenty (120) hours. Should an employee's compensatory bank reach the maximum of one hundred and twenty (120) hours, the employee will be paid for all hours of premium overtime over one hundred and twenty (120) hours. Any hours over forty (40) hours remaining in the compensatory bank on July 1 of each year shall be paid.

When an employee is employed at more than one rate of pay, overtime earned at the time and one-half (1 ½) rate may be calculated based on the employee's weighted average hourly rate.

5. When an employee is required to work unscheduled overtime in excess of three (3) hours more than his/her normal workday, he/she may be reimbursed up to ten dollars (\$10.00) for a meal when requested, unless a meal is provided. An employee who works scheduled overtime or who is called back to work is not eligible for a meal allowance.
6. Upon separation from employment, employees will be paid for all accrued compensatory time at their rate of pay at the time of separation or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.



D. Medical Center Compensation for Overtime

1. At the sole discretion of the University, overtime shall be compensated at the appropriate rate either by pay or by time off in accordance with this section.
2. Unless the University elects to compensate an employee with compensatory time off, overtime will be paid. After the completion of an overtime assignment, an employee may make a request for compensatory time off in lieu of pay with his/her immediate supervisor. The supervisor shall consider the request and inform the employee of his/her decision.
3. Accumulation of compensatory time is limited to no more than forty (40) hours. An employee shall be paid for hours of overtime which exceed this limit.
4. Once the University has approved an employee's request to schedule compensatory time, the University shall not unreasonably rescind such approval.

E. Overtime Scheduling

As soon as practicable after the University decides upon the need for overtime or additional work, the University shall notify the employees(s) it selects that additional hours must be worked beyond his/her regularly assigned shift. An employee may be permitted to decline such assignments under special circumstances. However, wherever it is necessary to meet the operational requirements of the University, the University shall have the right to require the performance of such work including requiring employees to remain at work after conclusion of their shift. The University will assign the overtime assignment to the employee who has worked the least amount of overtime whenever practicable. If there is more than one employee with the least amount of overtime, the least senior employee will be assigned

overtime. If an employee is ordered to work additional hours beyond their assigned shift and if the employee has received less than twenty-four (24) hours advance notice, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for any such hours worked.

Based upon the employees' ability to perform the work, the University shall attempt to evenly distribute overtime among employees. The University shall post a monthly and year-to-date record of overtime distribution in each shop or work location.

F. Call-Back

Call back refers only to those instances when an employee is called back to work following (1) the end of his/her regular work shift and (2) after his/her departure from the work location; and (3) without prior notice or in those instances when prior notice is given but the employee's work begins at least (3) hours after completion of the employee's regular work schedule.

An employee who is called back to work, shall receive pay for four (4) hours or time actually worked, whichever is greater, at the appropriate rate.

An employee who is not scheduled to work during the campus winter holiday closure but is called back with less than five (5) working days' notice shall receive pay for four (4) hours or time and one half for hours actually worked, whichever is greater.

G. On-Call

1. On-call is time during which an employee is not required to be at the work location or at the employee's residence but is required to be available for return to work. On-call assignments shall first be made on a voluntary basis. A volunteer on-call list shall be established by job classification and work

location. On-call assignments shall be made from the list in alphabetical order on a rotating basis. In the event that no one volunteers, the University shall assign on-call by job classification and work location on a rotational basis, in inverse seniority.

2. If an employee is on-call they shall be compensated, at the option of the employee, by two (2) hours of compensatory time off or two (2) hours of pay for each weekday (Monday-Friday) on-call and by three (3) hours of compensatory time off or three (3) hours of pay for each weekend day (Saturday or Sunday) or a holiday.
3. An employee who is called to work shall receive credit for a minimum of four (4) hours pay at one and one-half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate.
4. Failure to respond while on-call may result in forfeiture of on-call pay and the employee may be subject to disciplinary action.

#### H. Off-site/Non-Work time Work

When an appropriate administrator calls an employee during his/her non-scheduled work time to perform work which can be performed by phone or computer and the employee performs the work offsite, the employee will be paid for all time worked however shall be paid a minimum of thirty (30) minutes. The time reported must be rounded up to the nearest fifteen (15) minutes, in fifteen (15) minute increments. The call-back provision will not apply. The hour(s) worked shall count as hours worked for purposes of this Article.

An employee who is called to work shall receive credit for a minimum of four (4) hours pay at one and one-half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate.

I. Off-site/Non-Work time Work

When an appropriate administrator calls an employee during his/her non-scheduled work time to perform work which can be performed by phone or computer and the employee performs the work offsite, the employee will be paid for all time worked however shall be paid a minimum of thirty (30) minutes. The time reported must be rounded up to the nearest fifteen (15) minutes, in fifteen (15) minute increments. The call-back provision will not apply. The hour(s) worked shall count as hours worked for purposes of this Article.

**ARTICLE 9 – PERFORMANCE EVALUATION**

- A. The performance evaluation is a constructive process to recognize the contributions of each individual employee. A performance evaluation is not, in and of itself, a disciplinary process.
- B. The performance of each non-probationary employee shall be evaluated in writing at least annually, in accordance with a process established by the University.
- C. If there is no evaluation on record within one year prior to a scheduled wage increase, the employee's overall evaluation shall be "Meets Expectations/Competent" (or equivalent terminology) or last year's evaluation, whichever rating is higher.
- D. If an employee does not receive an evaluation of performance and it has been at least a year since the last performance evaluation, he/she may request that an evaluation be done. Upon such written request, a performance evaluation shall be provided within thirty (30) calendar days.
- E. An employee shall have the right to provide a written rebuttal to his/her performance evaluation and to have that rebuttal attached to the performance evaluation.

Both documents shall be placed in the employee's personal file. An employee shall receive a copy of the signed performance evaluation, including the employee's rebuttal.

- F. Disputes arising from this Article shall not be subject to Article 23, Grievance Procedure.

## **ARTICLE 10 – PROMOTIONS, TRANSFERS**

- A. Recruitment announcements of open positions shall be posted electronically at jobs.uci.edu for a period of ten (10) calendar days. A printed copy of Facilities Management open Teamsters positions will be available at the local Facilities Management Human Resources office. Teamsters and the Chief Steward will be notified when there is a change in the recruitment link.

- B. When two (2) or more employees are the final candidates for a promotion or lateral transfer within the unit and are judged by the University to possess equal qualifications for the position, seniority will be the deciding factor for selection.

- C. Lateral Transfer

If a bargaining unit opening in another department is posted, any qualified employee may request a lateral transfer to that position. If an employee requests such a transfer and possesses the skills required, the transfer will be effected. Lateral transfers under this Article shall not normally result in a reduction in base compensation.

- D. Employees who are selected for promotion or transfer from the campus to the medical center or from the medical center to the campus, shall give management ten (10) calendar days' notice of such transfer or promotion.

- E. The Union agrees to cooperate with the University's effort to comply with state and federal affirmative action guidelines.
- F. Disputes arising from this Article may only be reviewed through Step 2 of the grievance procedure.
- G. Inter-Campus Transfers

Bargaining unit employees who transfer to another UC campus are deemed to be continuing their employment with the University of California. Upon request from a transferring employee, UCI will provide assistance with the transfer of accrued vacation, sick leave and UCRP benefits if applicable, in accordance with University policies. Section G of this Article is not subject to the grievance and/or arbitration provisions of this Agreement.

## **ARTICLE 11 – OUT-OF-CLASS ASSIGNMENT**

### **A. Definition**

An employee who is temporarily assigned to perform all the duties on a full-time basis of a position in a classification with a salary rate higher than his or her appointment for a period of ten (10) consecutive working days or more shall be considered to be in an out-of-class assignment and shall be paid at the rate of the higher classification for all hours worked in the out-of-class assignment.

- B. An out-of-class assignment requires prior approval of the Department Head.
- C. Disputes arising out of this Article may be reviewed through the Grievance and Arbitration Procedures.

## **ARTICLE 12 – TRAINING AND DEVELOPMENT**

### **A. General**

1. The University may permit employees to attend career related or position related development programs. Payment of fees, duration of released time and status of released time as time on pay or non-pay status is at the discretion of the University.
2. An employee may submit a request in writing to his/her supervisor to participate in a training and cross training program which is job related.

### **B. Training**

1. When the University requires attendance at an educational training program, the University will pay the fees and related costs for materials, travel and per diem, and the employee's attendance at the actual program shall be considered as time worked. Payment of fees, costs, travel and attendance will also be in accordance with University policies and procedures.
2. The University may, in its sole discretion, pay the fees and related costs of non-required education or training programs upon the request of the employee. If the University declines the request, program related costs shall be borne by the employee.
3. A non-probationary, employee is eligible for up to 40 hours of paid release time per calendar year for job-related or University career-related training, except as described below. A part-time career employee's yearly entitlement shall be prorated based on his/her appointment rate. Such paid release time must be scheduled according to staffing requirements. Training courses provided by the University shall be included in the 40 hours.

- a. An employee may be required to submit proof that he or she utilized the paid release time for the class, training or career development program.
  - b. If the University denied an employee's requested job or University career related training/development based on operational considerations, the employee must submit a written request in accordance with campus procedures to carry over the requested unused hours of paid release time for job-related and/or University career-related training. Such requests shall not be unreasonably denied. Any hours approved for carry over must be used by the end of the following calendar year and will not carry over into any subsequent year.
4. The University acknowledges and supports career development training that will enhance the skills necessary to successfully perform the employee's job, or other University-career positions.

C. Fee Reduction

1. A career status employee who meets the admission requirements of the University is eligible for two-thirds reduction of both the University Registration Fee (URF) and the University Educational Fee (UEF) when enrolled in regular session courses of up to nine (9) units or three (3) courses per quarter or semester, whichever provides the greater benefit to the employee. Full fees will be assessed when an eligible employee's enrollment exceeds both nine (9) units and three (3) courses. In the event the University provides additional URF and UEF reductions to other eligible employees at their medical center/campus, the employees in this unit



shall receive such fee reductions, to the same degree that other staff employees are so eligible.

2. Employees who are eligible to receive reduced fees under this policy are not eligible to receive an additional reduction in fees under the Policy and Procedures Concerning Part-Time Study.
3. The reduced fee enrollment provision does not include access to student services and facilities provided through the University Registration Fee, which includes but is not limited to the counseling centers, gymnasiums, or the Student Health Services, unless the employee is otherwise entitled to them.

D. Other Programs

Bargaining unit employees may be eligible for discounts including fifty percent (50%) reduction on all Extension courses fees offered at UC Irvine, space permitting. Extension program discounts are offered at the sole, non-grievable discretion of management.

E. Disputes

The University shall respond in writing to an employee's request with fifteen (15) calendar days, either approving the request or listing the reason for denial. Disputes arising from this Article shall be subject to the Grievance Procedures of this Agreement, Article 23, but not subject to the Arbitration Procedure of the Agreement, Article 24.

## **ARTICLE 13 – HOLIDAYS**

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

A. Eligibility for Holiday Pay

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

employee or after the last day of work for a terminating employee.

## **HOLIDAY PAY FOR FULL-TIME LIMITED AND PART-TIME EMPLOYEES**

### **Hours on pay status\***

<b>144 Hours* Month</b>	<b>152 Hours* Month</b>	<b>160 Hours* Month</b>	<b>168 Hours* Month</b>	<b>176 Hours* Month</b>	<b>Percent ** of Time on Pay Status</b>	<b>Hours*** of Holiday Pay</b>
<b>0-71</b>	<b>0-75</b>	<b>0-79</b>	<b>0-83</b>	<b>0-87</b>	<b>-</b>	<b>0</b>
<b>72-81</b>	<b>76-85</b>	<b>80-89</b>	<b>84-94</b>	<b>88-98</b>	<b>50-56%</b>	<b>4</b>
<b>82-99</b>	<b>86-104</b>	<b>90-109</b>	<b>95-115</b>	<b>99-120</b>	<b>57-68%</b>	<b>5</b>
<b>100- 117</b>	<b>105- 123</b>	<b>110- 129</b>	<b>116- 136</b>	<b>121- 142</b>	<b>69-80%</b>	<b>6</b>
<b>118- 135</b>	<b>124- 142</b>	<b>130- 149</b>	<b>137- 157</b>	<b>143- 164</b>	<b>81-93%</b>	<b>7</b>
<b>136- 144</b>	<b>143- 152</b>	<b>150- 160</b>	<b>158- 168</b>	<b>165- 176</b>	<b>94-100%</b>	<b>8</b>

\* Paid hours, excluding holiday hours.

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

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

### **B. Holidays Observed**

The following holidays shall be granted:

New Year's Day  
 Martin Luther King's Birthday  
 President's Day  
 Cesar Chavez's Day  
 Administrative Floater at the Medical Center  
 Memorial Day  
 Juneteenth  
 Independence Day  
 Labor Day

Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

If the University establishes a new holiday, the new holiday will be added to the above list of holidays observed.

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

C. Cesar Chavez Administrative Floating Holiday for Employees at Medical Center

1. Each member of the unit who works at the medical center shall be entitled to the Cesar Chavez floating holiday in lieu of the Cesar Chavez holiday mentioned in B above, under the following circumstances.
  - a. The employee is a member of the unit on November 1<sup>st</sup> of the applicable contract year, and
  - b. The employee uses the floating holiday between November 1<sup>st</sup> and October 31<sup>st</sup> of each contract year. In the event the employee does not use the personal holiday time before June 30<sup>th</sup>, the University may schedule the use of the holiday prior to the end of the contract year, the University will, at its sole non-grievable discretion, convert the Cesar Chavez floating holiday to either holiday compensatory time bank, or pay the employee eight (8) hours of holiday pay.
2. The University shall grant requests for the use of Cesar Chavez floating holiday time in accordance

with medical center needs. If an employee requests and receives approval for the Cesar Chavez floating holiday and is then required to work, the employee is to be paid at one and one-half (1 ½) times the regular rate of pay plus holiday pay.

D. Holidays on Saturdays 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.

E. Compensation for Holiday Work

When an employee's work schedule requires him/her to work on an observed holiday, the employee shall be paid at the premium overtime rate of one and one-half (1 ½) of their regular rate of pay, including any shift differential. In addition, the employee receives either eight (8) hours of holiday pay or compensatory time at the regular straight-time rate, including any shift differential. Holiday pay, as used in this section only, is not considered as hours worked for the purposes of determining overtime.

F. Alternate Full Time Work Schedules

An employee on an alternate full-time work schedule is entitled to the same number of holidays and the same number of paid holiday hours as are granted to regularly scheduled employees. An employee whose regular day off falls on a holiday observed by the University receives either another day off or compensating holiday pay.

An employee on an alternative work schedule whose regular day off falls on a holiday may select one of the following options:

1. An employee may use accrued vacation leave or compensatory time on the day of the holiday to make up the difference between holiday compensation hours received for the holiday and his/her assigned schedule of hours for the day; or

An employee may submit a request to work additional time during the same work week in which the holiday falls to “make up” the difference between holiday compensation hours received for the holiday and their assigned schedule of hours for the day. An employee’s request will not be unreasonably denied and management has the right to assign the “make up” hours in the same work week as the holiday. All “make up” hours are paid at straight time. Employees may only include eight (8) hours of holiday time on the actual holiday when submitting their time sheets.

G. 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 or compensatory time, if applicable, or is without pay.

## **ARTICLE 14 – SICK LEAVE-FACTORED LEAVE ACCRUALS**

A. Purpose

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 or disability. Sick leave is also provided for medical appointments for the employee or the employee’s family member 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 regulation and consistent with applicable State or Federal Law.

B. Definitions

For purposes of this Article, a sick leave accrual period is defined as two bi-weekly pay periods for employees who are paid biweekly.

C. Accrual Rates

Sick leave is accrued each sick leave accrual period based on the number of hours on pay status during that accrual period. Sick leave is accrued at the rate of 0.046154 hours per hour on pay status for employees paid biweekly who are on factored leave accrual.

D. 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 (1/2) the working hours of the sick leave accrual period to accrue sick leave for that accrual period.
2. Sick leave shall accrue during leave with pay.
3. Sick leave for each sick leave accrual period shall accrue at the end of the sick leave accrual period, except that an eligible terminating employee shall accrue proportionate sick leave through the last day on pay status.
4. Sick leave is not accrued for time on pay status in excess of forty (40) hours in any workweek.
5. There is no maximum on the amount of sick leave that may be accrued.
6. A full-time career employee who is on approved leave without pay accrues full sick leave credit for

that sick leave accrual period provided the employee is on pay status at least one-half the working hours of the accrual period.

E. Use of Sick Leave

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

1. An employee shall not use sick leave prior to the time it is accrued.

To receive sick leave pay, an employee must notify his/her immediate supervisor or designee by telephone to advise him/her of the need for sick leave or leave a voice mail, one hour or more in advance of their shift, whenever possible, but no later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee.

2. An employee shall not use accrued sick leave beyond a predetermined date of separation including retirement or layoff, or predetermined date beginning a leave without pay.
3. An employee may be required, when their absence exceeds three (3) consecutive scheduled days of work, to submit satisfactory documentation of personal or family illness, disability or death, to the University in order to receive sick leave pay.

Proof of absence may be required from an employee when a pattern of abuse is confirmed by the supervisor. Medical documentation may be required to verify illness to the employee's supervisor upon the employee's return to work.

4. A pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she is no longer able to work, or the date



of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that she is physically unable to perform the normal duties of her job.

5. Family Illness or Disability

- a. Up to thirty (30) days, if available, of accumulated sick leave per year may be used when the employee is required to be in attendance or to provide care for a family member as defined in Article 18, Section H.
- b. Use of sick leave shall be granted under this provision and be charged against the Family Care Leave entitlement pursuant to Article 18 – Leaves of Absence.

6. Bereavement Leave

An employee shall be permitted to use not more than forty (40) hours of accrued sick leave when that employee's attendance is required due to the death of the employee's parent, spouse, domestic partner, child, including the child of a domestic partner, brother, sister, in-laws, grandparent, or any other person for whom the employee has a personal obligation who resided in the employee's household.

7. An employee who becomes ill while on vacation shall be permitted to use accrued sick leave if that employee is under the care of a physician and submits a physician's statement.
8. 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 presently scheduled hours of work for any day.

9. No employee shall be disciplined for reasonable use of sick leave.

F. 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 to which sick leave 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 to which sick leave cannot be transferred shall have accrued sick leave held in abeyance. If the employee later transfers to a position in which sick leave accrues or to which sick leave can be transferred, 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 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 F.2 and F.3 above.
5. An employee who is reemployed from preferential rehire status shall have all accrued sick leave from prior service reinstated.

**ARTICLE 15 – VACATION-FACTORED LEAVE ACCRUALS**

- A. Vacation credit for eligible employees is accrued each vacation accrual period based on the number of hours on pay status for that vacation accrual period at a rate determined by the length of qualifying service.

Employees must be on pay status at least one-half the working hours of a vacation accrual period to accrue vacation credit for that period.

**B. Definitions**

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

**C. Rate of Accruing Vacation**

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

<b>Years of Qualifying Service (1)</b>	<b>Per Hour on Pay Status</b>	<b>Approximate Days Per Year</b>	<b><u>Maximum Accumulation Balance</u></b>
Less than 10	.057692 hour	15	<b><u>240 hours</u></b>
10 but less than 15	.069231 hour	18	<b><u>288 hours</u></b>
15 but less than 20	.080769 hour	21	<b><u>336 hours</u></b>
20 or more	.092308 hour	24	<b><u>384 hours</u></b>

**D. Qualifying Service to Determine Rate of Vacation**

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

1. A month of service at the University 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.

E. Eligibility to Earn Vacation

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

F. Waiting Period to Take Vacation

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

- G. An eligible employee who was employed from the State of California service following completion of six (6) months of State service at one-half time or more shall not serve another waiting period if the change did not involve a break in employment of more than fifteen (15) calendar days.
- H. An eligible employee who previously completed the required waiting period may use vacation credit without

serving another waiting period, provided the break in service is less than six (6) months.

I. 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 vacation accrual period shall be accrued at the end of the period, except that an eligible separating employee accrues proportionate vacation through the last day on pay status.
3. A full-time career employee who is on approved leave without pay receives full vacation credit for a vacation accrual period during which he/she is on pay status at least one-half the working hours of the accrual period.
4. Vacation credit shall not accrue for time on pay status in excess of the full-time working hours in a week.
5. A full-time employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate. A part-time employee shall accrue vacation credit to the same maximum number of hours as a full-time employee with comparable years of service.

J. Scheduling of Vacation

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

1. Vacation credit shall not be used prior to the time it is accrued, except when the Chancellor allows the use of anticipated vacation at times of holiday closures.
2. 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 thirty (30) calendar days before reaching the maximum vacation credit which the employee can accumulate.
3. An employee shall not be paid vacation for the same period that the employee is working and on pay status in the employee's present position, or in any other position paid by University funds (see exception in paragraph K below).
4. Vacation schedules shall be established on the basis of seniority. Seniority, for the purposes of this section, shall be defined as the start date in the shop. If equal, the tiebreaker shall be University hire date. Vacation requests may be submitted by an employee in the month of January for vacation to be taken between February 1 and January 31 of the following year.
5. Vacation requests submitted after February 1 shall be reviewed on a "first-come, first served" basis. Management will respond to a request for unscheduled vacation as soon as practicable. Exceptions to these vacation requests may be granted to an employee who has made or wishes to make long-term vacation plans.
6. An employee may split his/her vacation time, but preference according to seniority shall only apply to one of the requests in that calendar year.
7. Occasional unscheduled vacation days may be granted subject to the operational requirements of

the University, and provided that they are requested at least three (3) days in advance.

8. Vacation days requested less than three (3) days in advance may be granted at the discretion of supervision. The request for such 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 need for vacation with less than three (3) days' notice may be required, and, if required, shall be submitted to the designated University manager prior to payment.
9. In the event of an emergency, as determined by management, scheduled vacations may be canceled. Management will consider the effect of vacation cancellation prior to enacting any cancellation.

K. Transfer of Vacation

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 to which vacation credit may be transferred shall have vacation credit transferred.

- L. An employee who is transferred, promoted, or demoted to another University position in which the employee will not be eligible to transfer or accrue vacation credit shall be paid for accrued vacation.

M. 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.

N. Donations for Catastrophic Leave

Any bargaining unit employee may participate in the campus or medical center catastrophic illness/injury leave program in accordance with the provisions of the program. An employee who loses vacation because they have exceeded maximum accruals shall have hours that would have been accrued donated to catastrophic leave.

**ARTICLE 16 – WORK-INCURRED INJURY OR ILLNESS**

- A. This Article sets forth the application of sick leave and vacation for employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act and provides extended injury or illness compensable under the California Workers' Compensation Act and provides extended sick leave for such employees when sick leave is exhausted and when employees are still unable to work because of such injury or illness.

B. Use of Accrued Sick Leave and Vacation

An employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act and consistent with applicable law as referenced under Article 43, Reasonable Accommodation.

- C. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with the full salary prior to receipt of disability payments shall be



deemed an advance temporary disability payment within the Workers' Compensation Act.

- D. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

E. Extended Sick Leave

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

F. Supplemental Leave

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

G. Extended Sick Leave

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

H. Leave Without Pay

An employee on leave without pay and receiving temporary disability payments accrues sick leave and vacation on the same basis as if regularly employed, but such accrual is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such vacation credit.

I. Family Care and Medical Leave

An employee who is receiving supplemental leave and/or extended sick leave as described above in Sections E – F shall have that time counted against the twelve (12) workweek entitlement to Family Care and Medical Leave provided that the employee is entitled to leave pursuant to Article 18, Section D – Family Care and Medical Leave.

J. Separation

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

**ARTICLE 17 – MILITARY LEAVE**

A. Temporary Military Leave for Active-Duty Training

1. Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve (when serving with the Armed Forces) is ordered to full-time active military duty for training for a period not to exceed one hundred eighty (180) calendar days, including time spent traveling to and from such duty. Such leave is not granted for inactive duty such as regular weekly or monthly meetings or drills required to maintain reserve status. However, unpaid leave may be granted for such meetings and drills or the employee may elect to use vacation leave.

2. Eligibility for Pay

An employee granted leave for military reserve training is entitled to receive regular University pay for up to thirty (30) calendar days, but not to exceed the actual period of active duty for training, provided.

- a) The employee has at least twelve (12) months of continuous University service immediately prior to granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
  - b) Such payment, in addition to University payment for extended military leave and for military leave for physical examination, does not exceed thirty (30) calendar days' pay in any one fiscal year.
- 3. The University may require verification of an employee's military orders.

4. Part-time Employee

An eligible part-time shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.

5. Ineligible Employees

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

6. Benefits

An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws, but shall not accrue vacation or sick leave or receive holiday pay for any month in which the employee is not on pay status at least fifty percent (50%) of the working hours of the month. If on pay status, provided that the employee returns to

University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits.

B. Extended Military Leave

1. Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of one hundred eighty (180) days.

2. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment service, or tour of duty for a period not to exceed five (5) years. In addition to the initial period of the leave and any extensions thereof in accordance with Section B, leave shall be granted for a period of up to six (6) months from the date of release from duty.

3. Eligibility for Pay

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

- a) The employee has at least twelve (12) months of continuous University service immediately prior to the leave (any prior full-time military service shall be included in calculating this University service requirement);
- b) Such payment, in addition to University payment for military reserve training leave and for military leave for physical

examinations, does not exceed thirty (30) calendar days pay in any one fiscal year.

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

5. Benefits

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

6. Sick leave credit shall be retained on the records. Retirement benefits and service credit shall be in accordance with the provisions of the applicable retirement system.
7. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit towards completion of a probationary period (see section B8), nor shall the employee accrue vacation or sick leave or receive holiday pay for any month in which the employee is not on pay status at least fifty percent (50%) of the working hours of the month while on Extended Military Leave.

8. Probationary Employee

An employee who was serving a probationary period at the time extended military leave became

effective shall be required to complete the probationary period upon reinstatement.

- a) If the probationary employee served in active military service for a period of thirty (30) days or less, he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
- b) If the probationary employee served in active military service for a period in excess of one hundred eighty (180) days, he/she shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

#### 9. Reinstatement

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

#### C. Emergency National Guard Leave

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

## 2. Eligibility for Pay

An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one 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 military reserve training leave, extended military leave, and military leave for physical examinations.

## 3. Benefits

An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment, which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency is over, but shall not accrue vacation or sick leave or receive holiday pay for any month in which the employee is not on pay status at least fifty percent (50%) of the working hours of the month.

## 4. Reinstatement

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



D. Physical Examination

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

E. Defense Work

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

F. 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 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 twenty-six (26) workweeks of Military Caregiver Leave during a single twelve (12) month leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered service member to be eligible for this type of leave and must meet the eligibility requirements for Family Care and Medical Leave set forth in Section B.2.a.

2. Definitions

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

established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

- c) “Serious Injury or Illness” means an injury or illness (a) incurred or aggravated by the covered service member in the line of duty on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of his or her office grade, rank, or rating or (b) of a veteran of the Armed Forces (including the National Guard and the Reserves), provided that the veteran’s injury or illness was incurred or aggravated in the line of duty on active duty and that the medical treatment, recuperation, or therapy that the veteran is receiving for that injury is occurring within five (5) years of the date the veteran left the Armed Forces.
- d) “Parent of a covered service member” means a covered service member’s biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered service member. The term does not include parents “in law”.
- e) “Son or daughter of a covered service member” means the covered service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- f) “Next of kin” means (a) the nearest blood relative of the covered service member (other than the covered service member’s spouse, domestic partner, parent, son or daughter) or (b) the person who the covered service member has designated in writing as his or her nearest blood relative for purposes of Military Caregiver Leave.

- g) “Single twelve (12) month leave period” means the period beginning on the first day the employee takes leave to care for the covered service member and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

### 3. Leave Entitlement

Leave is applied on a per-covered service member, per-injury basis. Eligible employees may take more than one period of twenty-six (26) workweeks of leave if the leave is to care for a different covered service member or to care for the same service member with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any “single twelve (12) month period” If an eligible employee does not use all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered service member during this single twelve (12) month leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered service member for that serious injury or illness is forfeited. As with other types of 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 period of leave than does the employee’s regular position.

#### 4. Documentation and Certification

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

#### 5. Use of Accrued Paid Leave

Military Caregiver Leave is unpaid leave, except an employee may use sick leave in accordance with Article 14 – 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 thirty (30) days' advance notice. If thirty (30) days' notice is not practicable, notice shall be given as soon as practicable. Failure to comply with this notice requirement may result in postponement of leave.

#### 7. Reinstatement

Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work

immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 20 – 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.

#### G. 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 in 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 (7) 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 ninety (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 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 ninety (90) days following termination of the covered military member's active duty and to address issues that arise from the death of the covered military member while on active duty status; and
- (8) Additional activities related to the covered military member's active duty or call to active duty status when the employer and employee agree that such activity qualifies as an



exigency and agree to both the timing and duration of the leave.

2. Eligibility

An employee who is the spouse, domestic partner, son, daughter, or parent of a covered military member is eligible for Qualifying Exigency Leave if the employee meets the eligibility requirements for Family Care and Medical Leave set forth in Section B.2.a.

3. Leave Entitlement

Eligible employees are entitled to up to twelve (12) workweeks of Qualifying Exigency leave during the calendar year. As with any other Family Care and Medical Leave, 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) the 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 decision, 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 20 – 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 twelve (12) workweeks in a calendar year.

## H. 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 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 twenty (20) or more hours per week;
- c. Provide the University with notice, within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, of the employees 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 the leave is being requested by the employee.

## 2. Definitions

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

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

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

## **ARTICLE 18 – LEAVES OF ABSENCE**

### **A. General Provisions**

In accordance with the provisions of this Article, leaves of absence, may be with or without pay and are subject to the approval of the University. If applicable state or federal law requires that the University 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. Non-medical – leaves of absence, with or without pay, include; leave for jury duty, administrative or legal proceedings or personal leaves.
2. Medical Leaves with or without pay, include Pregnancy Disability Leave, Family Care/Medical Leave, which includes both Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1995 (CFRA), and Disability Leave.

### **B. Benefit Eligibility**

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

amount due for the period of approved leave, in accordance with Group Insurance Regulations. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

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

C. Pay Status

1. Periods on leave in a without-loss-of-straight-time pay status shall be considered time worked.
2. The provisions of Article 14 – Sick Leave, Article 15 – Vacation and Article 39 – University Benefits shall apply when employees are on approved leave without pay.

D. Requests for Leave

Except as provided in Section H. Family Care and Medical Leave, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request.

All requests for leave(s) of absence shall contain the requested beginning date, end date and any additional information as requested.

E. Return to Work

1. Except as provided in Section G. Pregnancy Disability Leave, and Section H. Family Care and Medical Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six (6) calendar months or less, or twelve

(12) months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.

2. An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.
3. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.
4. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job. Such absences shall be treated in accordance with Article 44 – Resignation and Job Abandonment.

F. Personal Leave

1. An employee in a career position may be granted a personal leave for the employee's convenience, subject to the operational needs and requirements of the University. In special situations, a personal leave for temporary employment outside the University may be approved provided that the outside work is in the interest of public service and/or will be beneficial to the University upon the employee's return.
2. A personal leave may also be granted for extended illness or to care for a newborn or newly-adopted child.

3. A department head may approve a personal leave for a period not in excess of six (6) months. The Chancellor, upon recommendation of a department head, may approve extension of a personal leave for a total leave of not more than twelve (12) months.

G. Pregnancy Disability Leave

1. A female employee disabled on account of pregnancy, childbirth, or related medical conditions is entitled to a medical leave of absence in accordance with the provisions of this Article. Pregnancy Disability Leave may consist of leave without pay and/or paid leave such as accrued sick leave, accrued vacation leave, and compensatory time off. The employee shall provide written notice of the need for leave as soon as they become aware of it and, at a minimum, thirty (30) days in advance if possible.
2. Verification of medical disability for pregnancy-related purposes shall include, but is not limited to, a statement of a health care provider of the anticipated duration of disability; the estimate date of delivery; a statement that the employee is incapable of performing the essential functions of their job; and the anticipated date that the employee will be able to perform the essential assigned functions of their job.
3. Time Periods
  - a) During the period of verified pregnancy-related/childbearing disability, the employee is entitled to and the University shall grant a medical leave of absence of up to four (4) months. If a career employee's pregnancy-related/childbearing medical disability continues beyond four (4) months, a personal leave of absence may be

granted, for a total leave of absence not to exceed six (6) months.

- b) If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act, up to twelve (12) workweeks of such leave shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, an employee shall also be entitled, if eligible, to up to twelve (12) workweeks of state Family Care and Medical Leave for any covered reason except pregnancy or a pregnancy-related medical condition. When parental leave is granted under Section H. Family Care and Medical Leave, the total of parental leave and pregnancy-related/childbearing disability leave, when taken in conjunction, shall not exceed seven (7) months.

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

An employee who has been granted a medical leave of absence for pregnancy/childbearing disability purposes shall be returned to the same job provided the employee returns to work immediately upon termination of the pregnancy-related/childbearing disability and provided such return is within four (4) months of the date on which the pregnancy-related/childbearing medical leave commenced. If the same job was abolished during the leave, a similar job will be offered. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. A female employee who is also granted



Parental Leave –and Family Care and Medical Leave shall be returned to work in accordance with Section H of this Article.

5. Continuation of Health Benefits

An employee who exhausts their entitlement to health plan coverage while on approved Pregnancy Disability Leave shall not be entitled to an additional twelve (12) workweeks of health plan coverage during any FML leave she subsequently takes for Parental Leave or any other CFRA-covered reason provided the employee has not exhausted her CFRA leave entitlement for that leave year. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

H. Family Care and Medical Leave

1. Employees who have at least one (1) year of University service, and have at least one thousand two hundred fifty (1,250) actual hours of work during the twelve (12) month period immediately preceding the commencement of leave, are eligible for and shall be granted up to a total of twelve (12) workweeks of Family Care and Medical Leave in the leave year, except as otherwise provided in this Article. Actual hours worked does not include sick leave, vacation or compensatory time off hours or time paid for holidays or time spent in unrestricted on-call status. For employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the one thousand two hundred fifty (1,250) actual hours of work requirement.
2. Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health

condition. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation and compensatory time, and leave of absence without pay. For purpose of the Section, leave year is defined as calendar year.

### 3. Definitions

- a. Parental Leave is leave to care for the employer's newborn or a child who has been placed with the employee for adoption or foster care.
- b. Medical Leave is leave granted for the employee's own serious health condition that makes the employee unable to perform the essential assigned functions of the employee's position.
- c. Family Illness Leave is leave to care for a family member with a serious health condition. A family member for the purposes of family care leave is the employee's biological, adopted, or foster child, stepchild, or legal ward who is under eighteen (18) years, a child for whom the employee stands in loco parentis; a biological, foster, or adoptive parent, stepparent or legal guardian, an individual who stood in loco parentis while the employee was a child; spouse or domestic partner; grandparent, grandchild, and siblings with a serious health condition.
- d. An employee's own serious health condition is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves the following:

1. inpatient care in a hospital, hospice, or residential medical care facility, or
  2. continuing treatment by a health care provider for:
    - a) a period of incapacity of more than three (3) consecutive calendar days, or
    - b) any period of incapacity or treatment due to a chronic serious health condition, or
    - c) any period of incapacity which is permanent or long-term due to a condition for which treatment may be effective
- e. Health care provider means an individual who is licensed in California to hold either a physician's or surgeon's certificate or an osteopathic physician's and surgeon's certificate, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), physician assistant, nurse practitioners and nurse-midwives performing within the scope of their practice, Christian Science practitioners or any health care provider that the employee's health plan carrier recognizes for the purposes of payment.
- f. Equivalent position has the same pay, benefits, and working conditions, including the same or substantially similar duties and responsibilities, which entail substantially equivalent skill, effort, responsibility, and authority.

#### 4. General Provisions

##### a. Time Periods

1. For Family Care and Medical Leave purposes only, twelve (12) workweeks means twelve (12) workweeks in a leave year for full-time employees. For employees who work less than full time or who work full time but on alternative work schedules, the number of working days shall be adjusted on a pro-rata basis.
2. Parental Leave shall be initiated and concluded within one (1) year of the birth or placement for adoption or foster care of the employee's child. The University shall grant a Parental Leave of at least one (1) day but less than two (2) weeks duration on any two occasions during any twelve (12) month period. The University, at its discretion, may require that any additional leaves requested during this same period be for a minimum duration of two (2) weeks, unless otherwise required by law. The total of Pregnancy Disability Leave and Parental Leave, when taken in conjunction, shall not exceed seven (7) months.
3. When medically necessary and supported by medical certification, the University shall grant an employee Family Illness and/or Medical Leave on a reduced work schedule or an intermittent basis including absences of less than one (1) day. Only the time actually spent

on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of twelve (12) workweeks in any twelve (12) month period.

4. Where the employee requests an intermittent leave or leave on a reduced leave schedule for a planned medical treatment, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.
5. A personal leave may also be granted for extended illness or to care for a newborn or newly-adopted child, to career employees who are ineligible for Family Care and Medical Leave or who are eligible for Family Care and Medical Leave but have exhausted their twelve (12) workweek entitlement in one (1) work year. Such leave may consist of leave without pay and/or paid leave such as accrued sick leave, vacation and compensatory time off. The leave shall be requested at least thirty (30) days in advance if possible.
6. The date of return is determined when the leave is granted.

Extensions, if any, may be granted in accordance with this Article.

b. Notice

1. If the employee learns of the event giving rise to the need for more than thirty (30) days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and, at a minimum, thirty (30) days prior to the commencement of the leave, if practicable.
2. If the need for the leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations.
3. If the employee learns of the event giving rise to the need for leave less than thirty (30) days in advance, the employee shall provide the University with as much advance notice as is practicable, and, at a minimum, within five (5) working days after learning of the event.
4. An employee who fails to give thirty (30) days' notice for a foreseeable leave, with no reasonable basis for the delay, may have his/her Family Care and/or Medical Leave denied until thirty (30) days after the date on which the employee provides notice.

c. Certification

1. For the Employee's Own Serious Health Condition

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

- a. For the serious health condition of the employee the date on which the condition commenced;
- b. a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform;
- c. if known, and the probable duration of the condition and probable date of return to work;
- d. whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of such schedule;

- e. if the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.
- f. Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider. Should the second health medical opinion differ from the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.
- g. If additional leave is requested upon expiration of the leave granted, the University may, at its discretion, require the employee to obtain recertification. Such requests for subsequent certification shall be in writing.
- h. If certification or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable. Failure to provide



certification for a foreseeable leave within the requested time period may result in denial of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given fifteen (15) calendar days to perfect the certification. Failure to perfect an incomplete certification may result in denial of the leave or denial of continuation of the leave.

## 2. For the Employee's Family Member

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

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

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

- a) The certification should include for the employee's family member a statement that the

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

- b) Whether the employee will need to care for the family member intermittently or on a reduced work schedule, and the probable duration that the employee is needed to provide care.
- c) Confirmation of Family Relationship
  - i. University may, at its discretion, require an employee requesting leave to care for a family member with a serious health condition or requesting Parental Leave, to provide documentation of the familial relationship or proof of birth, placement for adoption or in foster care.
  - ii. Failure to provide documentation within fifteen (15) calendar days of the University's request may result in delay of the leave until the required documentation is provided. If the employee fails to provide the required

documentation and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.

### 3. Return to Work

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

When the employee requests an intermittent leave or a reduced work schedule, the University may, at its

sole, non-grievable discretion, require the employee to transfer temporarily to an available alternate position which the employee is qualified for and which better accommodates the employee's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

An employee who fails to return to work on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job. Such absences shall be treated in accordance with Article 44 – Resignation and Job Abandonment.

#### 4. Use of Accrued Paid Leave

- a. An employee on approved Family Illness Leave may, at the discretion of the University, elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay. Accrued sick leave may be substituted for Family Illness Leave granted under this Section, pursuant to Article 14 - Sick Leave, Section E. 5.
- b. An employee on an approved Parental Leave may elect to use

accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay.

- c. An employee on leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 16 – Work-Incurred Injury or Illness. Employees not eligible for University disability benefits who are not on leave due to a work-incurred illness or injury shall use accrued sick leave prior to taking medical leave without pay. An employee may elect to use accrued compensatory time off or accrued vacation before taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay.

## 5. Duration

- a. Family Care and Medical Leave shall not exceed twelve (12) workweeks in any leave year. In the event University policy and/or State or Federal law

result in a different date of commencement for this twelve (12) month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees.

- b. For the purpose of FMLA, only, 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 FMLA leave need not be consecutive, in no event shall an employee's aggregate use of FMLA leave exceed a total of twelve (12) weeks within the leave year.
- c. For employees who work part-time or a schedule other than an 8/40, the number of FMLA leave hours to which the employee is eligible shall be adjusted in accordance with his/her normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FMLA leave based on her/his hours worked over the previous twelve (12) weeks preceding the leave.

- d. When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for a reduced work schedule or intermittent leave including absences of less than one (1) day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of twelve (12) workweeks in the leave year.
- e. When the employee requests an intermittent leave or reduced work schedule, the University may, at its discretion, require the employee to transfer during the time of restriction to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

## 6. Continuation of Health Benefits

- a. An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in the leave year.

However, an employee who exhausts their entitlement to health plan coverage while on approved Pregnancy Disability Leave shall not be entitled to an additional twelve (12) workweeks of health plan coverage during any FML leave she subsequently takes for Parental Leave or any other CFRA-covered reason provided the employee has not exhausted her CFRA leave entitlement for that leave year. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

7. Deferral or Denial of Family Care Leave Requests

- a. An employee who fails to give thirty (30) days' notice for a foreseeable leave in accordance with Section H4.b.1, with no reasonable basis for the delay, may have his/her request for leave denied or deferred until the requested certification is provided.
- b. An employee who fails to provide certification or recertification as required may have his/her request for leave denied or deferred until the



requested certification is provided.

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

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

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

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

A disability leave of absence with or without pay is a leave due to non-work related illnesses or injuries. An eligible career employee shall be granted leave from work for medical reasons. This leave includes the combined use of accrued sick leave and disability leave of absence without pay in accordance with the provisions of this Article and Article 14 – Sick Leave.

##### a. Eligibility

An employee may be eligible for a disability leave of absence with or without pay when he/she has exhausted his/her twelve (12) workweek Family Care/Medical Leave entitlement in a calendar year, or he/she is not otherwise eligible for Family

Care/Medical Leave, or the employee has exhausted his/her four (4) month entitlement under Pregnancy Disability Leave, and he/she:

1. is medically incapable of performing the essential assigned functions of his/her job due to a non-work related illness or injury and
2. has furnished evidence of disability satisfactory to the University.

b. Duration

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

- c. An employee granted a disability leave who is also applying for University disability for non-work related disability purposes shall use all accrued sick leave in accordance with University's disability plan prior to taking leave without pay.
- d. In the event that the employee's accrued sick leave is greater than six (6) months, a disability leave of absence without pay in addition to the use of all accrued sick leave, shall not be granted.
- e. If an extension to a disability leave of absence within the total six (6) month period is not granted, an employee will be medically separated in accordance with Article 30 – Medical Separation.
- f. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated on the basis of medical condition in accordance with Article 30 – Medical Separation.

- g. Return to Work – The employee shall not be reinstated from 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.

J. Jury Duty

1. When summoned, an employee shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the employee's scheduled number of hours of work.
2. During the time a full-time employee is responsible to the court for jury duty, the University will convert the employee's usual work shift to a regular five (5) day, Monday through Friday, day shift basis.
3. When summoned, a part-time employee in a career position 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.
4. Employees shall provide a proof of jury service from the court to supervision upon return.

K. Witness Pay

When served with a subpoena which compels the employee's presence as a witness, a full-time employee in a career position on any shift or work schedule shall be granted leave with pay for actual time he/she was required to spend at the administrative or legal proceedings and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek. A part-time employee in a career position shall be granted leave with pay for time he/she was required to spend at the

proceedings and in related travel which 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.

L. Leave For Work-Incurred Disability

An employee who is off pay status and receiving temporary disability payments under the Workers' Compensation Act may be granted, at the discretion of the department head, a leave without pay for all or part of the period during which temporary disability payments are received, except that any leave without pay which is granted shall not extend beyond a predetermined date of separation.

**ARTICLE 19 – DISCIPLINE AND DISMISSAL**

A. General Provisions

1. The University shall have the authority to discipline or to dismiss a non-probationary career employee for just cause following progressive discipline. For purposes of illustration but not limitation, such action may be taken for misconduct or failure to perform satisfactorily.
2. The University may discipline without prior notice of intent by oral reprimand, written warning, or suspension without pay for five (5) working days or less.
3. Dismissal or suspension shall be preceded by at least one written warning, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. The employee shall be provided a copy of disciplinary action as defined in Section B.1.

4. A non-probationary career employee who alleges that discipline and/or dismissal is not based on just cause, may appeal such action pursuant to the provisions in Article 23 – Grievance Procedure and Article 24 – Arbitration Procedure.
5. Written Warnings are grievable through Step 2 only.
6. Suspensions of five (5) days or more up to dismissal may be filed at Step (2) of the grievance procedure.

B. Types of Discipline

1. Discipline. Disciplinary action consists of a written warning, a suspension, a demotion, final written warning in lieu of suspension, or a dismissal.
2. Dismissal. A dismissal is the termination of employment of a non-probationary career status employee initiated by the University for just cause.
3. Demotion. A demotion is the assignment of an employee from his or her current position to a position in a class having a lower rate of pay, when such assignment is made for disciplinary reasons.
4. A counseling memo does not constitute discipline for the purposes of this Article.

C. Notice of Intent

1. The University shall provide written notice, as described in Part C.2 below, of intent to discipline by suspension without pay for more than five (5) working days, demotion, or dismissal.
2. Issuance and Content

a. Issuance

Written Notice of Intent to suspend for more than five (5) working days without pay, demote,

or dismiss shall be given to the affected employee, either by delivery of the Notice to the employee in person, or by placing the Notice in an envelope addressed to the employee at the employee's last known home address. The Notice shall be placed in the United States Mail, or sent by courier service. The Teamsters Local 2010 Union Representative will be notified concurrently of the intended action by email sent to the designated Union Representative and by regular mail sent to the designated Teamsters Local 2010 office.

It shall be the responsibility of the employee to update the University of his/her current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address." Whether delivery is made in person or by mail, the Notice of Intent shall contain a "Proof of Service" indication the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the "date of issuance" of the Notice of Intent.

b. Contents

The notice shall:

1. Inform the employee of the disciplinary action intended, the reason for the disciplinary action, and the effective date of the action;
2. Include an explanation of the charge(s) including, where appropriate, materials relied upon and on which the charge(s) is based;
3. Inform the employee of the right to respond, the person to whom any response must be directed, and the fact that such response must be received by

said person within ten (10) calendar days of the date of issuance of the notice.

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

D. Response to Notice – Skelly Hearing

The employee shall have the right to a Skelly review, either orally or in writing, prior to the imposition of formal disciplinary action described in the Notice of Intent. The request for the Skelly review must be received within ten (10) calendar days from the date of issuance of the Notice of Intent.

After review of an employee's timely response, if any, the University shall notify the employee of any action to be taken. Such action to be taken may not include discipline more severe than that described in the Notice of Intent; however, the University may reduce such discipline without the issuance of a further Notice of Intent.

E. Investigatory Leave

In order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the employee immediately from all work duties, the University may place an employee on investigatory leave without prior notice. Investigatory leave periods shall be limited to thirty (30) working days with pay, unless the University deems additional time is needed to complete the investigation; however, such extension beyond the thirty (30) working days shall be paid.

Investigatory Interviews – Weingarten Rights

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

nor to suggest or secure the alternate representation; however, the employee shall not be required to answer any questions without a representative present, unless the employee voluntarily chooses to do so.

The employee and representative, if requested by the employee, shall be on paid status during the investigatory interview. The right to representation does not apply to meetings held exclusively to inform an employee of a previously made disciplinary decision.

F. Destruction of Warning Letters

Warning letters will not be used and, upon written request, will be destroyed after eighteen (18) months from the date of the warning letter, provided that during such time there has been no further discipline for the same type of incident.

G. Copies of Discipline

Effective the first of the month following 60 days after ratification of the contract: When discipline exceeds a letter of warning, a copy of the notice of the final action will be emailed to the Teamsters Local 2010 Union Representative within seven (7) working days. Failure to provide such notice to Teamsters Local 2010 shall not delay the imposition of discipline upon the employee.

## **ARTICLE 20 – LAYOFF AND REDUCTION IN TIME**

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



A. Determination

1. The University shall determine when temporary or indefinite layoffs or reductions in time are necessary, due to lack of work or lack of funds.

B. Definitions

1. A layoff is an involuntary separation from employment or an involuntary transfer to a limited position of a career employee. Layoff shall also include involuntary reductions in the number of regularly scheduled hours of work. Layoffs may be temporary or indefinite.
2. A temporary layoff is a layoff in which the University specifies a date for recall to work or return to previous status of not more than four (4) months.
3. An indefinite layoff is a layoff for which no date for recall to work or return to previous status is specified.

C. Order of Layoff

1. Limited positions are normally the first positions to be reviewed when a decrease in staffing levels is necessary. The University shall attempt to minimize indefinite layoffs from career positions by first reviewing the necessity of limited appointments within the bargaining unit.
2. Indefinite layoff and reduction in time is effected by department and by class (title code), or by craft within a department. For the purposes of this Article, a craft is defined as employees in the journey level, lead and assistant supervisor positions. The order of indefinite layoff and reduction in time of employees in the same class or respective craft if applicable, within a department shall be in inverse order of seniority, except that the department head may retain employees

irrespective of seniority, who possess skills, knowledge, or abilities which are not possessed by other employees in the same class, or respective craft if applicable. To the extent permitted by law, the University may also consider workforce diversity when making layoff decisions and implementing layoff actions.

### 3. Seniority

For the purposes of this Article, Seniority shall be defined as the most recent date of appointment to a bargaining unit position without a break in service. When employees have the same most recent date of appointment to a bargaining unit position without a break in service, the employees shall be laid off in alphabetical order of their last name.

## D. Notice

1. For a temporary layoff, the University shall give, if feasible, thirty (30) calendar days' notice of the expected beginning and ending dates of the layoff.
2. An employee and the Union will receive at least forty-five (45) calendar days' advance written notice prior to indefinite layoff or reduction in time. If less than forty-five (45) calendar days' notice is granted, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given forty-five (45) calendar days' notice.
3. The parties shall meet, upon request of the Union after receiving notice of layoff of bargaining unit employees, to discuss Union recommendations regarding cost savings and other potential alternatives to layoffs. These meetings shall take place within ten (10) days of the request by the Union, provided that the Union is available to meet within this time period.

E. Reemployment from the Indefinite Layoff

1. Right to Recall

A non-probationary career employee who is indefinitely laid off or reduced in time shall be recalled in order of seniority into any active and vacant career position for which the employee is qualified when the position is in the same class and department and at the same or lesser percentage of time as the position held by the employee at the time of layoff. Right to recall is not extended to an employee who has not completed his/her probationary period.

2. Preference for Reemployment or Transfer

A non-probationary career employee who is separated or whose time is reduced because of indefinite layoff or who has received written notice of indefinite layoff or reduction in time within those two (2) calendar months prior to the layoff date shall be granted preference within the UCI Skilled Crafts Unit for reemployment or transfer to any active or vacant career position in the unit for which the employee is qualified when the position is:

- a. at the same salary level or lower
- b. at the same or lesser percentage of time as the position held by the employee at the time of layoff.

Preference for reemployment or transfer is not extended to an employee who has not completed his/her probationary period.

The right(s) to be recalled to work and / or for preference for reemployment or transfer secured by Subparagraph E 1 and 2, above, respectively shall be exercisable only within the various Departments of the University. Accordingly an employee

employed at the main campus in Housing or Facilities or another smaller department or unit, e.g. Student Services, may exercise the recall, transfer, etc., rights secured by the aforementioned sections of the MOU only in their own department but not in relation to employment opportunities in other departments at the main UCI or at the Medical Center and vice versa for Medical Center employees.

3. Department heads may reject an employee on preferential rehire status who is a candidate for a vacant position only if the employee lacks the qualifications required of the position.
4. Continuation of Right to Recall and Preference for Reemployment.

A regular status employee with less than five (5) years of seniority shall have right to recall and preference for reemployment for one (1) year from date of layoff.

An employee with at least five (5) but less than ten (10) years of seniority shall have right to recall and preference for reemployment for two (2) years from date of layoff.

An employee with ten (10) years or more of seniority shall have right to recall and preference for reemployment for three (3) years from date of layoff.

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

#### F. Termination of Right to Recall and Preference

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

1. Refuses an offer to return, at the same or greater percentage of time, to the department and class from which laid off; or
2. Accepts a career position at the same or higher salary level and the same or greater percentage of time as the position held by the employee at the time of layoff; or
3. Refuses two (2) offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff.
4. In addition, preference for reemployment terminates if an employee accepts any career position.
5. Right to recall and preference for reemployment are suspended when an employee does not respond to written notice of an employment opportunity. However, upon written request of the employee and approval of the Labor and Employee Relations Director or designee, both recall and preference may be reinstated.

G. Service Upon Reemployment

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

H. Other Provisions

1. Effect on Benefits

An employee on indefinite or temporary layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations,

subject to the employee's payment of full premiums.

2. The University's contribution to the cost of a University-sponsored health plan will be provided for an employee on temporary layoff or reduction in time for a maximum of three (3) months in a calendar year where the employee's earning are insufficient to otherwise generate the University's contribution.
3. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff.
4. Severance Pay

Employees who elect severance pay in lieu of preference/recall shall be paid a lump sum amount of one week of salary (based on a forty (40) hour week) for each full year of service from the most recent break in service, up to a maximum of sixteen (16) weeks of base pay.

## **ARTICLE 21 – SUBCONTRACTING**

- A. University management reserves the right to subcontract unit work, including work which has been subcontracted in the past. The University shall make reasonable efforts to perform bargaining unit work in-house within the limitations and requirements imposed by UC Policy and law.
- B. The University shall provide electronically to the Union and the Chief Steward, a quarterly summary of subcontracted work which is funded by the state of California Operations and Maintenance of Plant Budget and is less than fifty thousand dollars (\$50,000) in total, or painting work which is less than twenty five thousand dollars (\$25,000) in total. A copy of the list will be posted at the relevant location.

- C. The Chief Steward, or designee, may attend agreed upon regularly scheduled meetings to discuss the status of subcontracting with representatives from Facilities Management for Campus or Facilities Maintenance for the Medical Center. The University shall make reasonable efforts to have discussions prior to subcontracting out work, except in the case of an emergency or urgent need.
- D. The University agrees to notify the Union at least forty five (45) calendar days in advance of its intent to subcontract any unit work which would result in the layoff of unit employees, and shall meet and confer upon request regarding the subcontracting of such unit work. If agreement is not reached, the University may implement its decision.
- E. The University and the Union agree that any concerns the Union may have about subcontracted work as referenced in Section A above may be added to the agenda of the parties' quarterly labor-management meeting pursuant to the provisions of Article 33 of this Agreement.

## **ARTICLE 22 – UNIT WORK**

- A. The University and the Union agree that bargaining unit work will be performed by bargaining unit employees and that Supervisors and non-unit employees will not normally perform work of unit employees.
- B. Supervisors will not work scheduled overtime unless (1) qualified unit members decline the overtime, (2) qualified unit members are otherwise unavailable for the overtime, or (3) unit members are not qualified to do the work.
- C. However, management reserves the right to assign supervisors to perform unit work to meet the emergency needs of the University that require immediate action to protect property, equipment, life, safety and health, including affected research as well

as under exceptional circumstances in order to meet the operational needs of the University. The University will provide written justification to the Union within fourteen (14) days of the assigned work being done by non-unit members, when requested in writing.

- D. Non-unit employees may be assigned unit work only to meet the emergency needs of the University.

## **ARTICLE 23 – GRIEVANCE PROCEDURE**

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

#### **1. Definition**

A grievance is defined as a claim that the University has violated a specific provision of this Agreement during the term of this Agreement.

#### **2. Eligibility**

A grievance may be brought to the attention of the University through this procedure by an individual employee within the bargaining unit or by the Union. A grievance may not be brought through the procedure by the University.

#### **3. Consolidation**

Grievances brought by or related to two or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may be consolidated for the purposes of this procedure upon mutual agreement of the University and the Union, provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. The parties may, by mutual agreement, consolidate grievances on similar issues at any level of the grievance procedure.



#### 4. Representation

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

#### B. Procedure

1. Respond and File – The terms “respond” and “file” as used in this Agreement refer to personal delivery, postmarked, transmittal by facsimile, or electronic mail.
  - a. If mail delivery is used, it shall be by Proof of Service to the grievant and the date postmarked shall establish the date of response or filing.
  - b. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.
  - c. If facsimile transmittal is used either to file or respond to a grievance, the facsimile transmittal cover letter must be returned and shall include the signature of the receiving party acknowledging receipt as well as the date of receipt. A response of filing shall not be considered accomplished in the absence of such date and signature on the cover letter.
  - d. If electronic mail is used, the receiving party must respond, acknowledging receipt and date of receipt of the electronic mail transmission.
  - e. A copy of all responses shall be concurrently served on the grievant's representative. If the

grievant has not provided a facsimile number,  
the grievant may be served by U.S. mail.

C. Grievance Procedure – Informal Review

Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to resolve the alleged grievance informally. When an employee or representative requests such a meeting, an Informal Review meeting shall be held with the immediate supervisor within 15 calendar days of the request. Informal resolution of grievances at the lowest possible level is an objective shared by the University and Teamsters Local 2010. Informal attempts of settlement to resolve the grievance shall not extend time limits including the initial 30- day filing deadline.

D. Grievance Procedure – Formal Review

1. Step 1:

A formal grievance must be filed in writing on a grievance form mutually agreed to by the parties. The form may be amended by mutual agreement of the parties. The designated University official must receive the written grievance within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first. Formal grievances must set forth:

- a. The specific section(s) and provision(s) of the Agreement alleged to have been violated;
- b. The action grieved and how it violated the above-mentioned provision;

- c. The date(s) of the occurrence of the alleged violation(s);
- d. How the grieving employee was adversely affected;
- e. The name of the employee's representative, if any;
- f. The date(s) the employee discussed the alleged violation(s) with his/her supervisor; and
- g. The remedy requested.

The department head or designee shall review the grievance and meet with the employee and his/her representative within fifteen 15 calendar days of receipt of the grievance to discuss the grievance. The Step 1 meeting may be waived by mutual agreement and confirmation by either party.

The University shall render a written decision within fifteen (15) calendar days following the date of completion of the Step 1 meeting or fifteen (15) days from waiving the Step 1 meeting. If the department's response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 2.

## 2. Step 2:

If the grievance is not resolved at Step 1, the grievance may be appealed in writing by the employee or his/her representative to the designated Labor and/ Employee Relations official. The written appeal must be received by the designated Labor and/ Employee Relations official within fifteen (15) calendar days of the date on which the written response to Step 1 was issued or due.

Within fifteen (15) calendar days of the receipt of the Step 2 appeal, the designated Labor and

Employee Relations official shall schedule a meeting to discuss the grievance. During the meeting, the employee and/or his/her representative shall present all evidence and contentions relevant to the grievance. The Step 2 meeting may be waived by mutual agreement and confirmation by either party.

3. Decision

The University shall render a written decision within fifteen (15) calendar days following the date of completion of the Step 2 meeting or agreement to waive the Step 2 meeting. The decision will be emailed to the employee(s) and his/her representative. A copy of the decision shall be sent by Proof of Service to the Union. Such decision shall not set any precedent. The union may appeal the grievance to arbitration pursuant to Article 24, Arbitration Procedure, within thirty (30) calendar days of the date on which the decision was received by the Union.

4. Waiver of Steps

The Senior Director of Workforce Relations or designee and the Union Representative may mutually agree in writing to waive any and all steps of the Grievance procedure. Such written agreement must be executed in advance of the expiration of the specific applicable time limits, i.e. no later than the last day of the applicable time limit.

D. Time Limits

Time limits may be extended by mutual agreement of the parties in writing in advance of expiration of the time limits, except for the Step 1 deadline for filing a formal grievance. Deadlines which fall on a University non-business day will automatically be extended to the next business day. If the grievance is not appealed to the subsequent step of the procedure with applicable time limits, and an extension has not been agreed to in

advance, the grievance will be considered settled on the basis of the University's written response. Failure by the University to reply to the employee's grievance within the time limits specified automatically grants to the union the right to process the grievance to the next step of the grievance procedure.

E. Pay Status

Whenever the University and the Union convene a meeting to mutually resolve grievances during the scheduled work time of an employee who is a grievant or a representative, reasonable release time shall be granted upon advance request to the employee(s) involved.

Time spent at these meetings shall be considered time worked. When such meetings are convened outside an employee's scheduled work time, no release time shall be granted. University employees called as witnesses at such meetings shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings. Time spent in preparation of a grievance shall not be on pay status. Upon advance request, a reasonable amount of time spent during scheduled work hours in investigation of a grievance prior to formal filing shall be granted on pay status.

The University will make a good faith effort to alter the work hours for grievants and/or stewards who do not work the day shift. Said grievants and/or stewards shall not suffer a loss of regularly assigned shift pay when participating in the grievance procedure.

F. Resolution

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

## **ARTICLE 24 – 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 request for arbitration must be received by the designated Labor and Employee Relations Official within twenty (20) calendar days of the receipt of the Step 2 grievance decision by the Union from the designated University official. Proof of service must accompany these mailings.

### **B. Selection of Arbitrators**

Within fourteen (14) calendar days of a request for arbitration, the parties shall meet and attempt to mutually agree to the selection of any qualified and available person to serve as an arbitrator. If the other party agrees, that proposed arbitrator shall be selected for the arbitration in accordance with the terms of Article 24. Should the parties fail to select the arbitrator, they shall use the list of arbitrators herein by randomly drawing three (3) names. The first arbitrator's name drawn shall be contacted. If the arbitrator's first available date is more than ninety (90) calendar days from the date of the request for arbitration, the parties may agree to contact the next arbitrator's name drawn. If neither the second nor third arbitrator is available within ninety (90) calendar days, the selection process shall be repeated until an arbitrator is selected.

### **C. Arbitration Procedure**

1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant material and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and material

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

2. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
3. Prior to the arbitration, the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.
4. Settlement proposals may be offered at any stage prior or during arbitration.
5. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.
6. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy.

The arbitrator shall be limited to 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 Agreement. The arbitrator shall have no jurisdiction to decide a grievance which was not received by the University within the time limits set forth in Article 23, Section B. The arbitrator shall have no jurisdiction to decide issues not specifically identified on the initial grievance form filed by the Union.

7. The arbitrator's fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne equally by the parties.

D. Decision and Remedy

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in section D.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, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing, unless the arbitrator notifies the parties that the time frame cannot be met.
2. The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursement for:
  - a. any period of time during which an extension of time limits has been granted by the University at the request of the Union; or
  - b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Union; or
  - 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.

E. Release Time and Pay Status

Whenever an arbitration hearing or a meeting convened to resolve the arbitration is scheduled during the regular work time of an employee who is a grievant or a representative, reasonable release time with pay shall be granted to such employee(s) involved so long



as a written request for release time is received at least twenty-four (24) hours in advance. Employees so released shall be granted leave with pay. When arbitrations or meetings occur outside an employee's schedule work time, no employee release time shall be granted. University employees called as witnesses may be released from work for reasonable time spent in meetings convened to resolve the arbitration and for the arbitration hearing.

Time spent in investigation and preparation for arbitration shall be on pay status as follows:

- a. Up to a maximum of ten (10) hours per month not to exceed fifteen (15) hours per case in total will be granted to bargaining unit employees for the preparation of a case that has been scheduled for hearing in arbitration; and
- b. A request for the release time described in subsection (a) must be made to the grievant's and/or the representative's immediate supervisor at least twenty-four (24) hours in advance of the activity.

G. List of Arbitrators

Mark Burstein  
Douglas Collins  
Fred Horowitz  
Paul Roose  
Jan Stiglitz  
Chris Cameron  
Norman Brand

**ARTICLE 25 – SAFETY**

- A. 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. 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, to follow the safety regulations and requirements of the University, and to report any unsafe practices or conditions to their immediate supervisors. An employee shall not be required to perform work which he/she reasonably believes is unsafe, until the safety concern of the employee has been reviewed by the designated University safety official. Management shall contact the designated University safety official, and the employee may be reassigned to perform other work. If the work in question is determined to be safe by the designated University safety official, the employee may be ordered to perform the work. If the safety matter is not resolved satisfactorily, the Union may consult with the representative from Environmental Health and Safety, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations.

- B. The University and the Union agree that safety is a shared responsibility and that employees and supervisors should openly discuss in a professional manner all safety-related issues and make all necessary changes to procedures or operations before a problem occurs. Employees should bring safety problems to a supervisor's attention. It is expected that employees understand the need for safety equipment and protective clothing, the necessity of training before undergoing hazardous procedures, and the importance of discussing workplace hazards before the fact and planning to mitigate them.

Bargaining unit members will:

1. Receive appropriate hazardous materials training. Other appropriate safety training will be provided to bargaining unit employees, based on operational needs and legal requirements. For applicable

positions, the University will provide N95 fit tests as required by law.

2. Follow the Facilities Management guidelines on Safety Shoes in Article 27.
  3. Facilities Management employees will attend on-going safety meetings where safety matters and concerns, including workplace violence, are discussed. Employees will be encouraged to participate in discussions, request needed training, use safe practices and protective gear and bring safety concerns to their supervisor's attention.
- C. Disputes concerning this Article may only be reviewed through Step 2 of the grievance procedure.

## **ARTICLE 26 – SAFETY COMMITTEE**

- A. The University and the Union shall establish joint labor-management safety committees by department for the skilled crafts unit. Said committee will discuss the implementation of safety regulations and safety training and make recommendations to the University regarding such matters and other issues as the parties shall mutually agree to.
- B. The size of the Committee and the frequency of meetings shall be established by mutual agreement between the University management and the Union. Committee recommendations are advisory to management.
- C. These recommendations and any disputes arising from this Article are not subject to the Grievance or Arbitration provisions of this Agreement.

## **ARTICLE 27 –** **PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

### **A. Protective Clothing**

The University will determine what protective clothing will be provided and will make such clothing available to employees on request.

### **B. Safety Equipment**

Safety equipment, when required by the University, shall be used by employees. The University will provide safety equipment it requires, except that the University will reimburse employees who are required to wear safety shoes, one-hundred percent (100%) of the cost of a pair of shoes, and/or multiple pairs of shoes and/or insoles, up to a combined maximum of two hundred and twenty five dollars (\$225.00) per fiscal year (July 1- June 30). Employees who are not required by the University to wear safety shoes, shall be permitted to purchase multiple pairs of shoes and/or insoles which are appropriate footwear for their trade and shall be reimbursed up to a combined maximum of one hundred dollars (\$100.00) per fiscal year (July 1 – June 30).

### **C. Prescription Glasses**

An employee required to wear prescription glasses will pay for the medical eye examination. The University will supply one set of safety lenses and frames each year to each employee required to wear prescription glasses within departmental guidelines.

### **D. Uniforms**

Uniforms are attire which are required by the University to be worn in the performance of assigned duties. Employees shall wear uniforms as provided by the University and will maintain a professional appearance in public settings.

Employee input will be considered when selecting uniform options.

## **ARTICLE 28 – PARKING**

- A. The University shall provide parking to the same extent, under the same conditions, and at the same rate(s) as is normally provided for unrepresented University non-management staff employees.
- B. During the life of the agreement, the University shall not raise parking rates by more than \$12.00 per year.
- C. Bargaining unit employees are encouraged to use the alternative forms of transportation offered by the UCI campus as well as public transportation.
- D. Bargaining unit members may participate in the UCI Pump2Plug Program. Program participants may receive incentives, rebates and discounts as set forth in the program details. The University will provide thirty (30) days' notice to Teamsters Local 2010 should the University end the Pump2Plug program.

## **ARTICLE 29 – MILEAGE REIMBURSEMENT**

Whenever an employee is required by the University to use a privately-owned vehicle to conduct University business and submits an appropriate request for reimbursement, the employee shall be reimbursed for mileage at the then current rate for all University employees.

## **ARTICLE 30 – MEDICAL SEPARATION**

- A. Employees who become unable to perform the essential, assigned functions fully, due to disability or medical conditions, may be separated.

1. Employees separated under this Article who had attained regular status are eligible for special reemployment procedures.
2. The University shall pay the costs of any medical examination requested by the University.

**B. Basis for Separation**

1. A non-probationary career employee is unable to perform essential assigned functions with or without reasonable accommodation due to a medical condition documented by the employee's physician and/or University appointed physician, that employee may be medically separated.
2. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes.
3. An employee shall not be separated under this Article while he/she is drawing accrued sick leave. However, the employees may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave and if the employee is afforded all rights by the employee's retirement system.

**C. Notice of Intent**

Advance written notice of the intention to medically separate shall be given to the employee, either by delivery of the notice to the employee in person, or by placing the notice in an envelope addressed to the employee at the employee's last known home address. The notice shall be placed in the United States mail or sent by courier service. The Union will be notified concurrently of the intended action. It shall be the responsibility of the employee to update the University of any change in such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a "Proof of Service" indicating the date on which

the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the “date of issuance” of the Notice of Intent.

1. State the reason for intended action;
2. State that the employee has the right to respond in person or through a representative within ten (10) work days of the date of issuance of the notice either orally or in writing.
3. Include in the notice a copy of any pertinent materials, including medical information provided by the employee’s or the University’s health care practitioner.

D. Notice of Separation

After the employee’s response or ten (10) work days from the date of issuance of notice of intent to medically separate, whichever is sooner, the employee shall be notified in writing of the decision. If it has been determined that separation is appropriate, the employee shall be given written notice of medical separation. The notice of separation shall state the employee’s right to appeal pursuant to the Grievance Procedure in Article 23 and the Arbitration Procedure in Article 24.

E. Special Reemployment Procedures

For a period of one (1) year following the date of a medical separation, a former regular status employee may be selected for a position within the unit without the requirement that the position be posted. However, if the employee is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced. The employee must provide documentation from a licensed health care provider that establishes that the former employee has been

medically released to return to work, with or without reasonable accommodation.

F. Service Upon Reemployment

If a non-probationary career employee separated under this Article is reemployed within the unit within the period covered in the preceding paragraph, a break in service does not occur.

**ARTICLE 31 – REHABILITATION**

When appropriate, the University will provide reasonable accommodation to employees who become disabled when such disabilities substantially limit the ability to perform the essential function of their position, with or without reasonable accommodation. This assistance shall include information about vocational rehabilitation services, reasonable accommodation, and special selection procedures, if applicable.

The employee shall submit medical documentation to the University to assess whether the employee has a disability and the employee's functional limitations so that possible reasonable accommodation can be identified. Upon receipt of the medical documentation, the University will engage in the interactive process with the employee to determine if a reasonable accommodation is feasible.

**ARTICLE 32 – DEATH PAYMENTS**

Upon the death of an employee who has been on pay status at least fifty (50) percent of time at least six (6) continuous months without a break in service prior to death a sum equal to the deceased's regular salary for one month shall be paid to the deceased's spouse, or if there is no spouse, to the deceased's eligible dependent (s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. For the purpose of the death payment, an eligible dependent(s) is one receiving the majority of support from the



deceased employee in accord with Internal Revenue Service standards. Any vacation, salary, overtime, or other payments due and payable to the employee at the time of death shall be paid to the surviving spouse, or eligible dependent(s), or estate. This included the deceased employee's salary for the day of death, unless the employee was on leave without pay on the day of death.

### **ARTICLE 33 – LABOR-MANAGEMENT RELATIONS**

- A. Meetings may be scheduled quarterly, unless the parties otherwise agree, at the request of Teamsters Local 2010 or the designated University official for the purpose of informally discussing actual or potential employer employee relations problems. Items to be included on the agenda for the aforementioned labor-management meetings are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting if at all possible.
- B. Such meetings are not considered to be meet and confer sessions and are not intended to add to, delete from, or otherwise modify the Agreement during its term, except that addendums to the Agreement are permitted by mutual agreement of the parties.
- C. Unless otherwise agreed by the parties, the University will provide release time for a maximum of three (3) bargaining unit employees, not from the same trade, to attend such meetings when they occur during the employee's shift.

### **ARTICLE 34 – UNION RIGHTS**

- A. Release Time for Meet and Confer
  - 1. Employees appointed by the Union shall be granted a reasonable amount of paid release time for the purpose of meeting and conferring at the bargaining table. In determining the amount of reasonable release time, factors such as preparation for and

travel to attend bargaining sessions will be considered. Employees shall not be granted paid release time for travel time before or after an employee's regularly scheduled hours of work. Not more than five (5) UCI employees shall be provided release time, unless the parties mutually agree otherwise. Employees on paid release time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work. Meet and confer meetings shall be during the day shift unless the parties mutually agree otherwise. Arrangements shall be made by the University and the Union to enable swing and graveyard shift employees to participate in the meet and confer process, if necessary.

2. The Union shall provide the designated University official with the names of employees requiring such paid release time at least twenty-four (24) hours in advance of the meet and confer session unless the parties mutually agree otherwise. The University shall not arbitrarily deny a particular request for released time.

B. Union Access

Duly authorized Union Representatives may visit work locations in which employees covered by this Agreement are employed at reasonable times and, upon notice, to discuss University or bargaining unit member's matters pertaining to the Agreement. In the case of visits for the purpose of conducting unscheduled meetings with bargaining unit members, the Union representative shall give notice upon arrival in accordance with local campus/hospital/laboratory procedures. The Union will abide by the access rules and regulations in place at the campus and the Medical Center.

Management may require prior approval for such access. Access to employees shall not be arbitrarily denied.

The Union will submit to the Workforce Relations office, within the month of January, a written list of all designated Union officers, delegates, and stewards annually. Any changes to the original list must be provided to Workforce Relations in writing within thirty (30) calendar days of the change.

C. Bulletin Boards

The University will furnish Union bulletin board space at locations agreeable to the parties, where employees covered by this are employed. The board space shall be used only for the following subjects:

1. Union recreation, social and related news bulletins;
2. Scheduled Union meetings;
3. Information concerning Union elections or the results thereof;
4. Reports of official business of the Union, including reports of committees, the stewards group or the Statewide Executive Board and
5. Any other written material which first has been approved by the Union, and signed by an authorized business representative or steward.

D. Use of University Facilities and University Equipment

Teamsters Local 2010 shall be granted use of general purpose meeting rooms to the extent that such facilities can be made available without interfering with normal University operations. Such use shall be arranged in advance and in accordance with campus / hospital / laboratory procedures and will not be unreasonably denied. Room reservations shall not be canceled by the

University except where unforeseen circumstances require the room to be used for purposes such as teaching, or patient care-related purposes or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative space.

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

E. Union Stewards

The Union shall be entitled to designate employees to act as stewards for the employees covered by this Agreement. The Union shall furnish the designated University official with the names of the employees selected as stewards. An alternate steward may be appointed to function in the absence of the regular steward. Any change in the appointment of the designated stewards shall be made known by the Union to the designated Workforce Relations as soon as possible after the change. There shall be no more than a total of five (5) UCI stewards, provided, however, there shall be no more than one (1) steward per shop. Union business activities, other than investigation of grievances prior to formal filing, investigation of employee's complaints, and investigation of health and safety matters, shall not be conducted on an employee's scheduled work time, and shall not interfere with University programs and operations.

F. No Reprisals for Union Activity

The University is prohibited from imposing or threatening to impose reprisals, from discrimination or threatening to discriminate against stewards, or otherwise interfering with, restraining, or coercing stewards because of the exercise of any rights given by this Agreement. A steward or representative of

Teamsters Local 2010 may complain or file a grievance to the designated Workforce Relations official concerning the alleged steward reprisal. If the grievance is not resolved, it may be the subject of an unfair labor practice charge. Disputes arising from this Article are not subject to the Arbitration Procedures of this Agreement.

G. Leave of Absence for Union Business

One UCI employee covered by this Agreement, who has been officially appointed by the Union as an officer or delegate of Teamsters Local 2010, may be granted Union reimbursable leave(s) of absence for attendance at a Union function (i.e., Executive Board meetings, conferences, safety seminar). The aggregate of all such leave(s) shall not exceed a total of twenty-one (21) working days per calendar year.

A written request for such leave(s) of absence must be submitted to the University official or designee at least ten (10) working days prior to the effective date of the leave. A request for such leave(s) of absence shall not be arbitrarily denied.

Teamsters Local 2010 shall reimburse the University for all costs of employee compensation, including but not limited to, salary plus benefits paid to the employee. Benefits include the employer's contributions to health, dental, and vision insurance, UCRP, Social Security and Medicare. UCI will submit billing to Teamsters Local 2010 at the designated Teamsters Local 2010 address for the leave referenced. The billing will include a breakdown of costs being billed, invoice number and billing date. Teamsters Local 2010 will pay the sum to the Regents of the University of California care of UCI and submit to the Campus Cashier within thirty (30) days of the bill. The University has the right to terminate the leave if the Union fails to provide timely payment.

The Union will submit to the Workforce Relations Office, within the month of January, a written list of all designated Union officers, delegates, and stewards annually. Any changes to the original list must be provided to the Workforce Relations office in writing within thirty (30) days of the change.

## **ARTICLE 35 – PAYROLL DEDUCTIONS**

### **A. Union Payroll Deduction**

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

The University shall make payroll deductions upon notice from the Union that an employee has authorized payroll deduction. The University shall make the payroll deduction in the amount indicated by the Union and remit that amount to the Union. The Union notification of payroll deduction, authorization and/or stoppage is based on the list of names and amounts provided by the Union described in Section B below. Authorizations for Union dues deductions shall be made on a form provided by the Union. 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 the Union informs the University to stop payroll deductions in conformance with Section B, below.

#### **2. Check Processing**

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

### 3. Indemnification

The amount of dues deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure. The Union agrees to reimburse the University for costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues during the terms of this Agreement. The Union agrees to save the University harmless from liability for any errors in withholding or transmitting dues except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University. Reasonable costs shall include reasonable fees and costs associated with defending the claim and, when necessary, retaining separate and independent outside counsel, including but not limited to separate outside counsel's attorney's fees and costs.

### 4. Agency Shop Fee

The Parties agree to reopen this Article for the purpose of bargaining over payroll deduction of fair share fees in the event there is a change in the law regarding payroll deduction of Union fair share fees.

### 5. Political Action Contribution – Drive

Dues paying members in the bargaining unit are eligible to participate in the voluntary deduction for DRIVE, a Teamster Local 2010 political contribution program. This deduction, is an on-going deduction, not a one-time deduction. The Union will notify the University when a dues paying member volunteers to participate in the program by including them in

the list of names for dues deduction. 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. The Union shall be responsible for any reasonable initial and ongoing costs associated with setting up and maintaining this additional check off payroll deduction.

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 stop deductions, and the amount of deductions, for bargaining unit employees.
- b. The Union will deliver an electronic file in Excel (.xls) format to the University. The University will make payroll deductions in conformance with the list by the next payroll period provided the list is received by the Friday before the end of the prior pay period.
- c. 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.
- d. The Union list to be submitted shall include but not be limited to the following:

1. Location Code



2. Location Name (Campus or Medical)
3. Bargaining unit
4. Employee Identification Number
5. Employee Name (Last, First)
6. Action Code (A = Add; C=Change; S=Stop)
7. Deduction Amount Dues
8. Deduction Amount Drive

### **C. CORRECTION OF ERRORS**

1. 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 schedule pay date following (30) calendar days from the Union notice of failure to take appropriate union payroll deduction.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions from the affected employee(s) subsequent earnings to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions from the employee's/employees' subsequent earnings shall not exceed two times the normal dues amount in any given pay period.
3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees in a timely manner.
4. If the parties cannot agree on the amount of the appropriate deduction the union may grieve the matter only as a union grievance.

### **ARTICLE 36 – SEVERABILITY**

In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall

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

### **ARTICLE 37 – NO STRIKE**

- A. During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University.
- B. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit members, agrees that there shall be no strikes, stoppages or interruptions of work, sympathy strikes or other organized concerted activities by members of this unit, which would interfere with the operations of the University.
- C. During the term of this Agreement or any extension thereof, the Union, its officers, agents, and unit members agree that they shall not in any way participate in or lend support to any strikes, including sympathy strikes, or other concerted activities which would interfere with the operations of the University, including as referenced in Section B, above.
- D. In addition, the Union agrees that unit members will maintain critical services in the event of any activity by any individual(s) or labor organizations(s) which interfere with the operations of the University. Such critical services include, but are not limited to, maintenance and operation of: (1) patient care facilities, (2) research facilities, (3) computer operations where they exist, and (4) facilities in which valuable collections are maintained.
- E. Any employee who violates this Article may be subject to disciplinary action up to and including termination of employment.

- F. Should any activities in violation of this Article occur, the Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of any action or interference. Such affirmative action shall include the immediate written notice to all employees in the unit, at their home addresses stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including discharge.
- G. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

### **ARTICLE 38 – WAIVER**

The University and the Union acknowledge that, during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity. Therefore, the University and the Union, for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. The University and the Union agree that this Agreement supersedes and replaces Staff Personnel Policies, and is the sole source of rights and terms and conditions of employment for employees in this bargaining unit. The parties further agree that, upon execution of this Agreement, any rights or terms and conditions of employment previously applicable to employees pursuant to the Staff Personnel Policies shall terminate and no longer apply.

## **ARTICLE 39 – UNIVERSITY BENEFITS**

### **A. General Conditions**

1. Eligible employees may participate in a number of benefit programs generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University. The University health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plans or coverage options. Open enrollment provides an opportunity for employees to choose amongst plans due to circumstantial life change of the employees, changes in the coverage and costs of each plan, and changes in plan availability which may change from year to year. The University may, at its option alter its health and welfare programs and/or retirement system plans (UCRS). Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established plans or programs. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible non-represented staff employees at the same campus/laboratory.
2. The sole exceptions to the above shall be any alterations proposed by the University which provide benefits that differ from those benefits of other eligible non-represented staff employees at the same campus/laboratory. With regard to such changes, the University agrees to meet and confer with respect to the proposed changes in accordance with the provisions of HEERA.
3. The University's maximum monthly rates of contribution for bargaining unit employees who are

eligible for and elect to enroll in a health plan shall be the same as the contribution rates for such plans for other staff employees.

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

C. Effect Of Absences From Work On Benefits

1. Temporary Layoff / Temporary Reduction In Time / Furlough

Health plan contributions by the University will be provided for unit employees, in accordance with Appendix C, when the employee is affected by the following conditions lasting up to 4 months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health plans to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable plan documents, rules, and/or regulations.

2. Military Leave

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

3. Leaves Of Absence Without Pay

- a. Approved leave without pay shall not be considered a break in service and, except in provided in Section 3.c., below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine

the effects of such leave without pay on retirement benefits.

- b. An eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the plan documents, rules and regulations.
- c. An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and vision) in accordance with the provisions of the applicable Federal and State law and group insurance and retirement system regulations.

D. Enumeration Of University Benefits

- 1. For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix C. Teamsters Local 2010 understands and agrees that the descriptions contained in Appendix C do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to Teamsters Local 2010.
- 2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

E. University of California Retirement Plan (UCRP)

1. Effective July 1, 2015, bargaining unit employees hired prior to July 1, 2013 shall contribute an additional one and one half percent (1.5%) for a total of eight percent (8%) to the University of California Retirement Plan (UCRP). The payroll deductions of the total eight percent (8%) payroll contribution to be effective July 1, 2015 shall commence stay in effective with the first day period following ratification of the Agreement.
2. The retroactive increased contributions from six and one-half percent (6.5%) to eight percent (8%) for the period from July 1, 2014 to June 30, 2015 shall be collected from employees via payroll deductions pursuant to the schedule/formula provided in Appendix G (Agreement Regarding Payment of UCRP Contributions). These payments shall begin no sooner than July 1, 2018 and end no later than June 30, 2019.

F. 2013 UCRP Tier

1. The pension and retiree health benefits of employees hired prior to July 1, 2013 shall continue to be determined by the terms of the UCRP 1976 Tier.
2. The pension and retiree health benefits of employees hired on or after July 1, 2013 but before July 1, 2016 will be determined by the terms of the 2013 UCRP Tier.
3. The pensions and retiree health benefits of employees who were rehired following a break in service on or after July 1, 2013 may be subject to the 2013 UCRP multi-tier provisions.

#### 4. 2016 Retirement Choice Program

The 2016 Retirement Choice Program (Pension Choice and Savings Choice) will apply to all eligible employees in the K9 unit hired, rehired following a break in service, or who become UCRP eligible on or after the June 1, 2017, on the same terms as applied to non-represented staff employees.

5. If there are any proposed changes to employee contributions to the UCRP during the life of the Agreement, the parties will meet and confer over those proposed changes.

### **ARTICLE 40 – SHIFT DIFFERENTIAL**

- A. An employee who works an established swing shift shall receive two dollars (\$2.00) per hour in addition to his/her regular hourly rate of pay. A evening shift is defined as a shift where at least four (4) of the regularly scheduled hours fall between 3:00 p.m. and 11:00 p.m.
- B. An employee who works an established graveyard shift shall receive two dollars and fifty cents (\$2.50) per hour in addition to his/her regular hourly rate of pay. A night shift is defined as a shift where at least four (4) of the regularly scheduled hours fall between 11:00 p.m. and 7:00 a.m.
- C. Work that is scheduled during the evening or night hours on the basis of convenience to the employee shall not be considered an assigned evening or night shift for the purpose of this provision.
- D. A shift differential shall be paid when four (4) or more hours are worked outside of the regularly scheduled shift. The shift differential shall only apply to the hours worked outside of the regularly scheduled shift.
- E. When an employee who usually works on an evening or night shift is temporarily assigned to a day shift for a period of four working days or less, the employee shall continue



to receive any shift differential. A temporary change of four working days or less in shift assignment initiated by the employee is not covered by this provision.

- F. The shift differential shall be included in payments for all types of paid leave, provided that the employee would have been expected to work that shift if the employee were not on paid leave.

G. Asbestos Pay Differential

If an employee is assigned to perform any asbestos-related duties including but not limited to removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, he/she shall be paid an asbestos pay differential of two dollars and fifty cents (\$2.50) per hour for the amount of time spent performing such work.

## **ARTICLE 41 – WAGES**

A. General Salary Increases

1. A 6% increase for all salary ranges in the unit shall be implemented following sixty (60) calendar days from the date of ratification. The 6% salary range increase is effective the first full pay period following July 1, 2021. Eligible employees must be in the bargaining unit in active status or on approved paid leave on the date of ratification and payout. Effective the first full pay period following July 1, 2021, classifications listed in Appendix J will receive a non-compounding equity adjustment as set forth in Appendix J. The total salary pool available for equity adjustments is 1% of the wage base of bargaining unit employees.
2. Effective on or after July 1, 2022, all bargaining unit members in active pay status or on approved paid leave as of that date shall have their individual salary rate increased by 5%;

3. Effective on or after July 1, 2023, all bargaining unit members in active pay status or on approved paid leave as of that date shall have their individual salary rate increased by 5%;
4. The parties agree there will be no salary increases upon the expiration of this Agreement.

B. Recognition Bonus

Following the ratification of this Collective Bargaining Agreement by the Union, there shall be a one-time bonus, non-base building, payment of 2% for each employee in active pay status, or on leave, as of the date of ratification.

- C. The University may elect, at its discretion, to extend a local award program to members of the bargaining unit. The award program, if any, will include bargaining unit members at the campus and medical center in accordance with local guidelines. The union will receive notice of these guidelines and will be given the opportunity to meet and discuss the guidelines at least thirty (30) days prior to distribution of the rewards.

D. Employee Promotions

Upon promotion an employee shall be granted a salary increase to the flat rate of the new classification.

E. Order of Salary Increases

If more than one salary adjustment takes place on the same date, actions occur in the following order.

- a. General salary increase
- b. Merit increase, if any
- c. Equity adjustments

- d. Salary action resulting from promotion, reclassification, transfer, or demotion
- e. Salary range adjustments

In the event an individual's salary remains below the new range minimum after the implementation of all base building increases, his or her salary will be increased to the new range minimum.

F. Joint Apprenticeship Committee and Workforce Development Planning

A. Joint Apprenticeship Committee

The University and the Union have agreed to establish a Joint Labor/Management Apprenticeship Committee (JAC) comprised of three (3) representatives from the University and three (3) representatives from the Union. The JAC shall work to reach agreement on the following:

- 1. Individual trades classifications that will have apprenticeship programs.
- 2. Specific on-the-job and classroom training requirements for each apprenticeship.
- 3. Any other issues deemed necessary by the State Division of Apprenticeship in order to achieve certification of the UCI Trades Apprenticeship program.

B. Workforce Development Planning

The University and the Union are committed to working together to ensure that employees are fully equipped to provide for the ongoing maintenance of campus buildings and related facilities.

Employees who have completed the workforce development training shall:

1. Be reimbursed for the cost of registration and required course materials, and
2. Receive a one-time non-base building bonus of \$500.

In order to receive the bonus and reimbursements, the employee must submit to his/her supervisor proof of course completion and receipts for all required course costs.

The agreement regarding the Joint Apprenticeship Committee and Workforce Development Planning is included as Appendix H in this agreement and entitled Memorandum of Understanding – Joint Apprenticeship Committee and Workforce Development Planning.

## **ARTICLE 42 – PERSONNEL FILES**

### **A. General Provisions**

1. Personnel files (including electronic or paper file) shall be located in the employee's employing department or the Human Resources Department. It is understood that there shall only be one (1) official personnel file for each employee. If the University relocates the employee's official personnel file, the Teamsters Local 2010 UCI Representative will be notified.
2. Information in the Files – An employee's personnel file shall contain information pertaining, but not limited to such items as employment applications, tests, references, job specifications; honors and awards, performance evaluations, discipline, attendance, letters of recommendation and other

relevant and necessary information specified by the University.

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

B. Request for Inspection

Where the University determines that operational requirements permit, an employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review his/her personnel file(s). When granting such requests, the University shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity. Alternatively, an individual may provide the University with a written authorization allowing a designated Teamsters Local 2010 representative to receive a copy of the employee's personnel file(s) or identified portions thereof. Such written authorization shall be valid for a period of twenty (20) calendar days from the date thereof.

C. Grievance Files

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

D. Protections from Disclosure

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

E. Fees

Fees may be charged for making copies of personnel file information or extracts thereof, however, there shall be no charge for the first copy of the individual employee's own records. When they are requested, copies will be provided within a reasonable period of time. There will be no fees where an employee requests their electronic file be sent electronically.

F. An employee shall be provided a copy of any written documents related to the employee's performance, including but not limited to Letters of Commendation or complaints, when such documents are placed in the employee's personnel file.

G. Correction of File

If an employee believes that a document was placed into their personnel file in error, the employee may make a written request to Workforce Relations to have the document removed or file corrected. The University shall notify the employee in writing of the correction or of its denial of said request.

## **ARTICLE 43 – REASONABLE ACCOMMODATION**

A. The University will provide reasonable accommodation to qualified employees with disabilities, subject to defenses available under applicable State and Federal law, when such disabilities limit their ability to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be designed specific to the functional abilities of the employee in coordination with the requirements of the job.

- B. As part of the interactive process, the University shall analyze the affected employee's position. Such analysis shall identify essential functions (critical and important tasks) and conditions of the work environment to aid in determining if reasonable accommodations can be made for the employee's disability without undue hardship. When appropriate, a similar accommodation analysis shall be conducted of the same or equivalent positions for which the employee may apply and is otherwise qualified, consistent with applicable law.
- C. The employee is responsible for providing the medical documentation necessary to assist in understanding the nature of any required accommodation to a disability. Such documentation shall relate specifically to the job analysis information provided by the University and shall, at the University's option, be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician. The employee may also provide medical documentation from a physician of his/her own choosing, which shall be considered by the University.
- D. When recommended by a vocational rehabilitation counselor and approved by the appropriate University official, a qualified former non-probationary career disabled employee may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one year, shall be determined by the counselor in consultation with the employing Department/Division Head. Positions used for trial employment shall not be designated as career, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.

## **ARTICLE 44 – 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. The letter of resignation should be submitted at least fifteen (15) calendar days prior to the effective date of such resignation/termination, if possible.

1. The final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee (in the form of a check) at the employee's work location on the day of separation when:
  - a. An employee is discharged;
  - b. An employee has a predetermined ending date; or
  - c. An employee has given at least seventy-two (72) hours' notice of intention to quit
2. When an employee does not give seventy-two (72) hours' notice of intention to quit, the University shall make the final paycheck available within seventy-two (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).
3. Failure to report to work without having submitted a written notice of resignation/termination shall be



treated as an abandonment by the employee of his/her position with the University.

B. Job Abandonment

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

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

## **ARTICLE 45 – PAY FOR FAMILY CARE AND BONDING**

### **A. General**

- A. 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 Family and Medical Leave (FML) as set forth below. Article 45 modifies Article 18 – Leaves of Absence and gives employees the option to be paid during FML using PFCB in accordance with the terms below.
- B. 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.
- C. 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 18 - Leaves of Absence outlines the eligibility requirements for Family and Medical Leave. PFCB is not an option available during any other type of leave.
- D. 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.

- E. An employee may not use any paid leave accruals (e.g., vacation, sick leave, PTO, CTO, as applicable), while receiving PFCB.

## B. PFCB Calculation

The PFCB option provides pay calculated at seventy percent (70%) of an employee's eligible earnings.

### a. Eligible Earnings

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 bi-weekly 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.

### C. 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.

## **Article 46 – New Employee Orientation Meetings**

### **A. General**

The parties agree that Union representatives shall be given access to new K9 unit employees at the new employee benefits orientation (NEBO) meetings and new employee orientation (NEO) described herein. Management shall not participate in the portion of the orientation meeting between the union representative and the new bargaining Unit employee(s). These meetings are mandatory for new K9 unit employees and are on paid time.

### **B. Schedule**

The schedule of NEO meetings conducted by Human Resources at the Campus is provided at <http://training.uci.edu/staff/benefits/NEBO.html>. The schedule of NEO meetings conducted by Human Resources at the UCIMC is provided at <http://www.ucirvinehealth.org/hr/new-hires-onboarding>. Human Resources will confirm this schedule in writing with the Union Representative in January of each year. If there are changes to the schedule, Human Resources will provide the Union with 10 days advance notice. The parties agree that these schedules satisfy the University's requirement under AB 119 to provide 10-day notice to the Union regarding the dates of NEBOs. The University shall provide Teamsters Local 2010 a 10-day advance notice of all Central Plant/Facilities Management onboarding meetings.

### **C. Notice to Union**

The Union shall be notified of (a) those K9 bargaining unit employees scheduled to attend either a NEO or NEBO meeting five (5) working days prior to the meeting, (b) those K9 unit employees who

subsequently register for the NEBO meeting and (c) those K9 employees who are slated to attend a Central Plant/Facilities Management on-boarding meeting. A copy of the completed sign-in sheet will be provided to the Union within ten (10) calendar days after the respective meeting.

D. NEO/NEBO Meeting Details

1. New K9 unit employees hired in Facilities Management will be registered to attend a mandatory New Employee Union Orientation, or attend NEO at the Medical Center, or the Central Plant/Facilities Management on-boarding meeting, where a Union representative shall be present to meet with these employees.
2. New K9 unit employees hired in Health Sciences, Environmental Health & Safety, Housing, the Library or the Student Center shall attend the New Employee Union Orientation in Human Resources where a Union representative(s) shall be present to make a presentation as a NEBO agenda item. Union presentations shall be no more than 30 minutes in duration, unless the parties specifically agree to presentations of some other duration. One steward may represent the Union at the meeting during worktime without a loss of compensation. The Union must notify the University, at least one day prior to the meeting, whether a Union Steward will attend the meeting.
3. New K9 unit employees hired at the UCI Medical Center shall attend the NEO conducted by Human Resources at the UCIMC where Union representatives shall be present to make a presentation as a NEO agenda item. Union presentations shall be no more than 30 minutes in duration, unless the parties specifically agree to presentations of some other duration. One steward

may represent the Union at the meeting during worktime without a loss of compensation. The Union must notify the University, at least one day prior to the meeting, whether a union steward will attend the meeting.

4. In the event employees who are new to the Skilled Trades bargaining unit do not attend an in person new employee orientation as defined in this agreement, the new Unit employee shall be permitted to meet privately with the Teamsters 2010 representative for 30 minutes of paid time at their worksite for the purpose of sharing information. Such meeting shall occur within five (5) days of the Union's request.
5. Placement on the agenda as described above will be subject to a meet and discuss in order to accomplish the goals of this side letter.

D. Access to Employee Information

1. New employees

The University shall provide to the Union, no later than the first pay period following the date of hire, with the following new employee information: Name, Classification, Hiring Unit (Department), Physical Work Location (UCI Facility), Home Phone, Personal Cell Phone, Personal Email Address, and Home Address. Employees may prevent release of their home addresses, personal telephone numbers and/or personal e-mail addresses by stating their objections in writing to the University that they do not want this information disclosed to the Union.



2. All K9 employees

This same information (Name, Classification, Hiring Unit (Department), Physical Work Location (UCI Facility), Home Phone, Personal Cell Phone, Personal Email Address, and Home Address), for all members of the bargaining unit, shall be available to the Union in the FTP data file managed by the UC Office of the President. The parties agree that the requirement to provide this information to the Union every 120 days under AB 119 is satisfied by providing to the Union access to this data file.

# APPENDIX A

## EXECUTION OF AGREEMENT

The foregoing Agreement between Teamsters Local 2010 and University of California, Irvine having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

FOR THE UNIVERSITY:

DocuSigned by:

Erin Eckelman-Ray 5/26/2022

ECESAM04D7904FD

Erin Eckelman-Ray

Chief Negotiator

DocuSigned by:

Leslie Kleiman

BS97201043064AA

Leslie Kleiman

Senior Director

Workforce Relations

DocuSigned by:

Jeffrey Hughes

ED0CB3D160014C7

Jeffrey Hughes

Workforce Relations Consultant

Workforce Relations

DocuSigned by:

Stephan M. Fedele

7D18EA30C3M74MF

Stephan Fedele

Assistant Director, Skilled Trades &

Construction Services

DocuSigned by:

Jerry Nearhoof

43301AE78056474

Jerry Nearhoof

Assistant Director Utilities Operations

DocuSigned by:

Allison Shirley

CAE8B8067F2040E

Allison Shirley

HR Business Partner, UCI Medical Center

DocuSigned by:

Joseph D. Brothman

78844CC8184848D

Joseph Brothman

Director, Facility Maintenance,

UCI Medical Center

FOR THE UNION:

DocuSigned by:

Judith Serlin

5/26/2022

JB314063020453

Judith Serlin

Chief Negotiator

DocuSigned by:

Jason Rabinowitz

JB314063020453

Secretary-Treasurer

Teamsters Local 2010

DocuSigned by:

Brian Maloney

BM314063020453

Brian Maloney

Negotiations Team Member

DocuSigned by:

Eric Kuder

EK314063020453

Eric Kuder

Negotiations Team Member

DocuSigned by:

Martin Hernandez

MH314063020453

Martin Hernandez

Negotiations Team Member

DocuSigned by:

Gabriel Zamora

GZ314063020453

Gabriel Zamora

Negotiations Team Member

DocuSigned by:

Steve Huerta

SH314063020453

Steve Huerta

Negotiations Team Member

## APPENDIX C – ENUMERATION OF UNIVERSITY BENEFITS

### A. Health Benefits

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

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

2. **Dental Program** – Dental plans are available to eligible employees. Employees may cover themselves and their eligible family members.
3. **Vision Program** – A vision plan is available to eligible employees. Employees may cover themselves and their eligible family members.

### B. University of California Retirement System

#### 1. **University of California Retirement Plan**

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

#### 2. **UC Retirement Savings Program**

- a. Tax-Deferred 403(b) Plan- Voluntary participation in the UCRS Tax-Deferred 403(b)

Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.

b. Defined Contribution (DC) Plan

1. Pre-Tax/Safe Harbor Account – Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, the participants are offered a mix of internally and externally managed investment options.
2. After Tax Account – Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. Payroll deductions may be invested in a mix of internally and externally managed investment options.

C. 457(b) Deferred Compensation Plan

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

D. Life Insurance

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

E. Other Insurance

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

eligible employees. The plan is employee-paid through payroll deductions.

- d. Auto/Renter/Homeowner Insurance – Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.
- e. Pet Insurance – Preferred pricing available for pet insurance provided by Nationwide. Coverage can be enrolled in at any time, and premiums are paid by the employee directly to Nationwide.

## F. Other Benefits

### 1. Tax Effective Salary Reduction Programs

- a. Retirement Tax Savings Plan – Required monthly participant contributions to the DC Plan Pretax Account are automatically deducted from gross pay before federal, state, and FICA taxes are calculated.
- b. Tax Savings on Insurance Premiums – Employees eligible for certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, is applied, if any, the net insurance premiums are deducted from gross pay before federal and state taxes.

### 2. Dependent Care Assistance Program (DepCare) Flexible Spending Account (FSA) -

DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.

### 3. Health Care Flexible Spending Account (FSA) –

The Health Care FSA is available to eligible employees and allows them to pay for eligible health care expenses not covered by the

employee's medical, dental, or vision plans on a pretax salary reduction basis.

4. U.S. Savings Bonds - Through payroll deductions, investments can be made in United States Series EE Savings Bonds.
5. Death Payments – Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).
6. Alternate Retirement Plans – Employees covered by alternate retirement plans are subject to that plans rules and regulations, and not subject to UCRP coverage.
7. Adoption Assistance Plan – Financial support reimbursements available to eligible employees for qualified adoption-related expenses.
8. Family Care Resources – Access to Bright Horizons Care Advantage for eligible employees, which is an internet resource that provides access to a variety of child, elder, and other family care resources. Any services purchased through this resource are paid by the employee.

## APPENDIX D SALARY SCALE

Note actual rates may vary slightly due to rounding.					
<b>Job Code</b>	<b>Job Code Description</b>	<b>Step</b>	<b>Rate Effective 7/11/2021</b>	<b>Rate effective on or after July 1, 2022</b>	<b>Rate effective on or after July 1, 2023</b>
009444	BLDG AUTO CNTRL TCHN	6	\$43.45	\$45.62	\$47.90
008110	CARPENTER	6	\$38.48	\$40.40	\$42.42
008112	CARPENTER AST SUPV	6	\$41.55	\$43.63	\$45.81
008109	CARPENTER LD	6	\$40.40	\$42.42	\$44.54
007785	COGEN INSTRUMENT CNTRL TCHN	6	\$48.27	\$50.68	\$53.21
008094	COGEN OPR	6	\$45.97	\$48.27	\$50.68
007784	COGEN OPR LD	6	\$48.27	\$50.68	\$53.21
008138	ELECTRN	6	\$39.93	\$41.93	\$44.03
008140	ELECTRN AST SUPV	6	\$43.13	\$45.29	\$47.55
008137	ELECTRN LD	6	\$41.93	\$44.03	\$46.23



<b>Job Code</b>	<b>Job Code Description</b>	<b>Step</b>	<b>Rate Effective 7/11/2021</b>	<b>Rate effective on or after July 1, 2022</b>	<b>Rate effective on or after July 1, 2023</b>
009503	FAC TEST TCHN	6	\$25.38	\$26.65	\$27.98
009446	FIRE AND SCRTY SYS SUPV AST	6	\$44.81	\$47.05	\$49.40
009445	FIRE AND SCRTY SYS TCHN	6	\$41.50	\$43.58	\$45.76
008154	HIGH VOLT ELECTR N	6	\$45.46	\$47.73	\$50.12
007783	HIGH VOLT ELECTR N LD	6	\$47.75	\$50.14	\$52.65
008168	HVAC AST SUPV	6	\$44.27	\$46.48	\$48.80
008185	HVAC MECH	6	\$40.99	\$43.04	\$45.19
008184	HVAC MECH LD	6	\$43.04	\$45.19	\$47.45
008100	IRRIGATION AST SUPV	6	\$38.89	\$40.83	\$42.87
008102	IRRIGATION MECH	6	\$36.01	\$37.81	\$39.70
008101	IRRIGATION MECH LD	6	\$37.81	\$39.70	\$41.69
008266	LOCKSMITH	6	\$37.57	\$39.45	\$41.42
008262	LOCKSMITH AST SUPV	6	\$40.56	\$42.59	\$44.72
008265	LOCKSMITH LD	6	\$39.45	\$41.42	\$43.49
008123	MAINT MECH	6	\$35.22	\$36.98	\$38.83

<b>Job Code</b>	<b>Job Code Description</b>	<b>Step</b>	<b>Rate Effective 7/11/2021</b>	<b>Rate effective on or after July 1, 2022</b>	<b>Rate effective on or after July 1, 2023</b>
008121	MAINT MECH AST SUPV	6	\$38.07	\$39.97	\$41.97
008122	MAINT MECH LD	6	\$37.00	\$38.85	\$40.79
008179	MASON	6	\$37.74	\$39.63	\$41.61
008169	MASON AST SUPV	6	\$40.74	\$42.78	\$44.92
008178	MASON LD	6	\$39.60	\$41.58	\$43.66
008106	PAINTER	6	\$36.42	\$38.24	\$40.15
008103	PAINTER AST SUPV	6	\$39.31	\$41.28	\$43.34
008105	PAINTER LD	6	\$38.20	\$40.11	\$42.12
008175	PHYS PLT SPEC	6	\$41.50	\$43.58	\$45.76
008258	PLUMBER	6	\$40.56	\$42.59	\$44.72
008260	PLUMBER AST SUPV	6	\$43.80	\$45.99	\$48.29
008257	PLUMBER LD	6	\$42.59	\$44.72	\$46.96
008189	ROOFER	6	\$36.56	\$38.39	\$40.31
008220	ROOFER LD	6	\$40.48	\$42.50	\$44.63

<b>Job Code</b>	<b>Job Code Description</b>	<b>Step</b>	<b>Rate Effective 7/11/2021</b>	<b>Rate effective on or after July 1, 2022</b>	<b>Rate effective on or after July 1, 2023</b>
008128	SHEETMETAL AST SUPV	6	\$44.13	\$46.34	\$48.66
008126	SHEETMETAL WORKER	6	\$40.85	\$42.89	\$45.03
008125	SHEETMETAL WORKER LD	6	\$42.88	\$45.02	\$47.27
008286	SIGNMAKER	6	\$35.31	\$37.08	\$38.93
008285	SIGNMAKER LD	6	\$37.04	\$38.89	\$40.83
008284	SIGNMAKER SUPV AST	6	\$38.13	\$40.04	\$42.04
008243	STEAM OPS ENGR	6	\$42.30	\$44.42	\$46.64
008242	STEAM OPS ENGR AST SUPV	6	\$45.69	\$47.97	\$50.37
008235	STEAM OPS ENGR LD	6	\$44.41	\$46.63	\$48.96
009448	STY ENGR INSTRUMENT CNTRL TCHN	6	\$44.41	\$46.63	\$48.96
008238	SVC ENGR	6	\$50.41	\$52.93	\$55.58

## APPENDIX E

### SALARY SCALE – NEW CLASSIFICATIONS

#### Co-generation Operator – 8094

Step	1	32.29
	2	32.93
	3	33.59
	4	34.26
	5	34.95
	6	35.65

#### Lead Co-generation Operator – 7784

Step	1	33.90
	2	34.58
	3	35.27
	4	35.98
	5	36.70
	6	37.43

#### Co-generation Instrument Control Tech – 7785

1	33.90
2	34.58
3	35.27
4	35.98
5	36.70
6	35.65

#### Roofer – 8189

1	26.89
2	27.44
3	28.00
4	28.56
5	29.13
6	29.71

#### Lead Roofer – 8220

1	29.77
2	30.38
3	31.00
4	31.62
5	32.25
6	32.90

## **APPENDIX F**

### **AGREEMENT REGARDING PLACEMENT OF COVERED EMPLOYEES IN NEW CLASSIFICATIONS**

This Agreement (“Agreement”) is entered into by and between the University of California, Irvine and Skilled Employee Trades Council (SETC).

- a. Upon ratification of the contract and approval from UCOP, the following classifications will be included in the bargaining unit:
  1. Co-generation Operator – 8094
  2. Lead Co-generation Operator – Title Code 7784
  3. Co-generation Instrument Control Tech – Title Code 7785
  4. Roofer – 8189
  5. Lead Roofer – 8220
- b. The established rates for these five (5) new classifications will not be eligible for the 5% across-the-board range adjustment effective July 2015.
- c. To transition current employees into these new classifications, updated job descriptions will be submitted to Campus Human Resources for review and classification. Once approved, affected employees will be reclassified to the appropriate classification.
- d. An employee whose position has been reclassified into one of the five (5) new classifications shall have their new rate of pay reflect the step closest to their current pay rate, within the established salary range.
- e. All changes in pay and classification will be processed no later than 120 days after ratification.

## **APPENDIX G**

### **AGREEMENT REGARDING PAYMENT OF UCRP CONTRIBUTIONS**

#### **UNIVERSITY OF CALIFORNIA, IRVINE AND STATE EMPLOYEE TRADES COUNCIL – UNITED**

Article 44 of the Memorandum of Understanding between the parties provides that:

For 1976 Tier Employees (hired before July 1, 2013)

For the period July 1, 2014 through June 30, 2015, bargaining unit employees shall be required to make a retroactive contribution totaling one and one-half percent (1.5%) to the University of California Retirement Plan (UCRP). The contribution catch-up from 6.5% to 8.0% for this twelve (12) month period shall be collected from employees via payroll deduction pursuant to the schedule/formula provided in Paragraph 2. Effective July 1, 2015, bargaining unit employees shall contribute a total of eight percent (8%) to the UCRP.

In order to implement the requirements of this provision, the parties hereby agree to the following repayment formula/schedule, which shall constitute the Appendix referenced in the above contract provision:

1. First, the total dollar amount of retroactive increases contributions effective July 1, 2014, and continuing until July 1, 2015 shall be calculated for bargaining unit employees who were both (a) employed at any time during this period of time, and (b) continue to be employed on the date of this Agreement.
2. Next, this total dollar amount calculated pursuant to paragraph 1 above shall be collected from employees via payroll deductions in equal installments, from July 1, 2018 to June 30, 2019. However, bargaining unit employees whose employment ends prior to the full payment of retroactive increase contributions shall have the balance collected from his/her final paycheck. In such case,

employees will be required to complete and sign a form provided by the University, which will include employee authorization for any such final paycheck deduction.

For 2013 Tier employees (hired on or after July 1, 2013)

Their current contribution rate is 7.0%. Their rate will not increase to 8.0%.

## **APPENDIX H**

### **MEMORANDUM OF UNDERSTANDING**

### **JOINT APPRENTICESHIP COMMITTEE AND WORKFORCE**

### **DEVELOPMENT PLANNING**

#### **Joint Apprenticeship Committee**

The State Employees Trades Council–United (SETC) and the University of California, Irvine (University) agree to establish a Joint Labor/Management Apprenticeship Committee (JAC) comprised of three (3) representatives of each party. Each party shall be responsible for identifying their respective representatives by no later than July 30, 2105. The JAC shall work to reach agreement on the following:

1. individual trades classifications that will have apprenticeship programs,
2. specific on-the-job and classroom training requirements for each apprenticeship,
3. any other issues deemed necessary by the State Division of Apprenticeship in order to achieve certification of the UCI Trades Apprenticeship program.

All matters that are mandatory subjects of bargaining pursuant to HEERA related to the UCI Trades Apprenticeship program shall be determined in collective bargaining. The parties may elect to accomplish these bargaining obligations through the deliberations of the JAC.

#### **Workforce Development Planning & Collaborative with Irvine Valley College**

The parties further agree that it is their mutual interest that sufficient ongoing professional development opportunities are made available to the University's Skilled Trades workforce. Accordingly, both the SETC and the University are committed to working together to ensure that our Skilled Trades workforce is fully equipped to continue to provide for the outstanding ongoing maintenance of campus building and related facilities, even as the information technology components of such maintenance evolve.



In an effort to accomplish these goals, the parties agree to work with Irvine Valley College (IVC) to complete the development of course curricula that will be used to provide this critical training. It is anticipated that the courses will include, but not be limited to, curricula for a Commercial/Industrial Advanced Automation Controls Program.

Once the courses have been established and are offered at IVC, any compensation provided to employees for program completion shall be determined in collective bargaining pursuant to HEERA.

## APPENDIX I

### HEALTH BENEFITS RATES

For a list of medical plans and rates, please refer to UC Net Compensation and Benefits webpage:

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

2015 medical plan costs — \$51,000 and under					
Plan		Self	Self +	Self +	Family
			Child(r en)	Adult	
<b>Blue Shield Health Savings Plan</b>	Employee Cost	\$15.78	\$28.40	\$34.56	\$47.17
	UC Contribution	\$609.00	\$1,096.19	\$1,277.46	\$1,764.68
<b>Health Net Blue &amp; Gold</b>	Employee Cost	\$33.84	\$60.91	\$126.05	\$153.11
	UC Contribution	\$636.75	\$1,146.15	\$1,282.19	\$1,791.59
<b>Kaiser Permanente</b>	Employee Cost	\$15.78	\$28.40	\$34.56	\$47.17
	UC Contribution	\$571.08	\$1,027.94	\$1,197.85	\$1,654.72
<b>UC Care</b>	Employee Cost	\$114.92	\$206.86	\$296.33	\$388.26
	UC Contribution	\$636.75	\$1,146.15	\$1,282.19	\$1,791.59
<b>Western Health Advantage</b>	Employee Cost	\$15.78	\$28.40	\$34.56	\$47.17
	UC Contribution	\$562.03	\$1,011.66	\$1,178.85	\$1,628.48
<b>Core</b>	Employee Cost	\$0.00	\$0.00	\$0.00	\$0.00
	UC Contribution	\$235.87	\$424.57	\$495.33	\$684.02

Rates for union-represented employees are subject to ongoing collective bargaining as appropriate.					
<b>2015 medical plan costs — \$51,001–\$102,000</b>					
Plan		Self	Self +	Self +	Family
			Child(r en)	Adult	
<b>Blue Shield Health Savings Plan</b>	Employee Cost	\$51.83	\$93.29	\$116.86	\$158.31
	UC Contribution	\$572.95	\$1,031.30	\$1,195.16	\$1,653.54
<b>Health Net Blue &amp; Gold</b>	Employee Cost	\$69.89	\$125.80	\$208.35	\$264.25
	UC Contribution	\$600.70	\$1,081.26	\$1,199.89	\$1,680.45
<b>Kaiser Permanente</b>	Employee Cost	\$51.83	\$93.29	\$116.86	\$158.31
	UC Contribution	\$535.03	\$963.05	\$1,115.55	\$1,543.58
<b>UC Care</b>	Employee Cost	\$150.97	\$271.75	\$378.63	\$499.40
	UC Contribution	\$600.70	\$1,081.26	\$1,199.89	\$1,680.45
<b>Western Health Advantage</b>	Employee Cost	\$51.83	\$93.29	\$116.86	\$158.31
	UC Contribution	\$525.98	\$946.77	\$1,096.55	\$1,517.34
<b>Core</b>	Employee Cost	\$0.00	\$0.00	\$0.00	\$0.00
	UC Contribution	\$235.87	\$424.57	\$495.33	\$684.02
Rates for union-represented employees are subject to ongoing collective bargaining as appropriate.					

## **APPENDIX J**

### **EQUITY ADJUSTMENT**

Effective July 1, 2021, the following classifications will receive a non-compounding equity adjustment, in addition to the 6% salary increase per Article 41, section A. 1, as listed below:

<b><u>Job Title</u></b>	<b><u>Equity Increase</u></b>
Building Automation Control Technician	2%
Cogen Instrument Cnt. Technician	3%
Cogen Operator	3%
Cogen Operator Lead	3%
Locksmith	2%
Locksmith, Lead	2%
Locksmith Ast. Supervisor	2%
Maintenance Mechanic	2%
Maintenance Mechanic Lead	2%
Maintenance Mechanic Asst. Supervisor	2%
Painter	2%
Painter Lead	2%
Painter Asst. Supervisor	2%

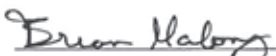
**SIDE LETTER AGREEMENT**  
**UC, Irvine and State Employees Trades Council**  
**Employee Election of CTO Pursuant to Article 8, Section C**

1. This Side Letter agreement is by and between SETC-United, ("SETC" or "Union"), and the University of California at Irvine, ("University" or "UCI"). Notwithstanding anything in the Memorandum of Understanding Between the Regents of the University of California and the State Employees Trades Council – United for the Skilled Crafts Unit, for the term of September 18, 2015 through June 30, 2020, (the "MOU"), arguably to the contrary, the parties agree that *employees shall make their election of either pay of compensatory time off for overtime compensation pursuant to Subparagraph C 1 of Article 8 of the MOU, at the time that they submit their attendance under the Time Reporting System (TRS) or equivalent system.*

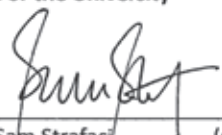
2. This Side-Letter agreement is entirely without prejudice to either party's position as to the scope of the rights secured by Subparagraph C 1 of Article 8, is not intended to enlarge or restrict such rights. Further, this agreement is made entirely without prejudice to the position(s) of other UC campuses or as to SETC, where similar provisions and language may be in effect.

3. This Agreement shall be deemed to be incorporated into the MOU and therefore become a part of the underlying MOU with or without physical incorporation into the MOU as an appendix or into the body of the MOU, as in Subparagraph C 1 of Article 8. Accordingly, this Side Letter Agreement shall remain in effect on the same basis as all other contract provisions but it is subject to modification, amendment or deletion in contract negotiations or as may otherwise be provided for in the MOU. (Recital of this provision is entirely without prejudice to either party's position as to whether other side agreements in effect between the parties were or are intended to be modifiable or continue in effect on the same basis as other contract provisions.)

**For The Union**

 12/19/16  
Brian Maloney (date)  
Chief Steward, UCI

**For the University**

 12/19/16  
Sam Strafaci (date)  
Director of Client Services

 12-21-16  
Hector Fernandez (date)  
Business Manager/CEO

 12/20/16  
Margie Ikerd Gyorgy (date)  
Assistant Director of Human Resources  
UCI Facilities Management

## **Side Letter Agreement**

### **PAY FOR FAMILY CARE AND BONDING**

The parties to this Side Letter Agreement are the University of California, Irvine, and Teamsters Local 2010, Skilled Trades Unit (K9).

The terms of this Side Letter Agreement modify ARTICLE 45 - PAY FOR FAMILY CARE AND BONDING in the K9 bargaining unit.

#### **A. General**

1. 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.
2. 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 18 - Leaves of Absence outlines the eligibility requirements for Family and Medical Leave. PFCB is not an option available during any other type of leave.
3. 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.
4. An employee may not use any paid leave accruals

(e.g., vacation, sick leave, PTO, CTO, as applicable), while receiving PFCB.

**B. PFCB Calculation**

The PFCB option provides pay calculated at one hundred percent (100%) of an employee's eligible earnings.

**a. Eligible Earnings**

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 bi-weekly 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 1.0 to determine the number of hours per week the employee is to be paid at 100%.

- 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 1.0 to determine the time per month the employee is to be paid at 100%.

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.

## C. Pay and Benefit Considerations

### i. Accruals and Service Credit

Because an employee is paid 100 percent of eligible earnings when receiving PFCB, accruals and service credit are calculated as if the employee is on pay status for 100 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.

**TERM of SIDE LETTER AGREEMENT**

This side letter agreement shall remain in effect during the term of this collective bargaining agreement unless the parties mutually agree to modify its terms or delete it.

FOR THE UNIVERSITY

DocuSigned by:  
  
897F201D459B4AA...

Leslie Kleiman  
Senior Director  
Workforce Relations

12/16/2022

Date

FOR THE UNION

DocuSigned by:  
  
81A863EF1A58459...

John Viera  
Chief Negotiator  
Teamsters 2010

12/20/2022

Date



# Called into a Meeting?

## Know Your Rights!

Employees are entitled to have a Union Representative present during an investigatory interview that may lead to discipline. Management has no obligation to inform you of this right. It is up to you to assert your right to Union representation.

Remember, if you are called into a meeting with any management representative and have reason to believe that disciplinary action may result, read them your Weingarten rights.



***"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion."***