

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(University of California, Irvine)

AND

STATE EMPLOYEES TRADES COUNCIL - UNITED

SKILLED CRAFTS UNIT

October 1, 2008 – September 30, 2010

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. Recognition	1
2. Duration	2
3. Management Rights	2
4. Nondiscrimination in Employment	3
5. Probationary Period	3
6. Limited Appointments	4
7. Hours of Work	4
8. Overtime	7
9. Performance Evaluation	9
10. Promotions, Transfers	10
11. Out-Of-Class Assignment	10
12. Training and Development	11
13. Holidays	12
14. Sick Leave-Factored Leave Accruals	14
15. Vacation-Factored Leave Accruals	16
16. Work-Incurred Injury or Illness	19
17. Military Leave	21
18. Leaves of Absence	24
19. Discipline and Dismissal	33
20. Layoff and Reduction in Time	35
21. Subcontracting	38
22. Unit Work	38
23. Grievance Procedure	39
24. Arbitration Procedure	41
25. Safety	43
26. Safety Committee	43
27. Protective Clothing and Safety Equipment	44
28. Parking	44
29. Mileage Reimbursement	44
30. Medical Separation	45
31. Rehabilitation	46
32. Death Payments	46
33. Union Stewards	46
34. Labor-Management Relations	47
35. Union Access	47
36. Use of University Facilities	47
37. Bulletin Boards	48
38. Released Time for Meet and Confer	48
39. Leaves of Absence for Union Functions	48
40. Dues Deductions	49
41. Severability	50
42. No Strike	51
43. Waiver	51
44. University Benefits	52
45. Shift Differential	54
46. Wages	54
47. Personnel Files	55
48. Reasonable Accommodation	56
49. Resignation & Job Abandonment	57

Appendices

A. Execution of Agreement	59
B. Memorandum of Negotiators	60
C. Enumeration of University Benefits	61
D. Side Letter - Safety	64
E. Step Structure	67

<u>Index</u>	70
--------------	----

ALPHABETICAL
TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
24. Arbitration Procedure	41
37. Bulletin Boards	48
19. Discipline and Dismissal	33
32. Death Payments	46
40. Dues Deductions	49
2. Duration	2
23. Grievance Procedure	39
13. Holidays	12
7. Hours of Work	4
34. Labor-Management Relations	47
20. Layoff and Reduction in Time	35
18. Leaves of Absence	24
39. Leaves of Absence for Union Functions	48
6. Limited Appointments	4
3. Management Rights	2
30. Medical Separation	45
17. Military Leave	21
29. Mileage Reimbursement	44
4. Nondiscrimination in Employment	3
42. No Strike	51
11. Out-Of-Class Assignment	10
8. Overtime	7
28. Parking	44
9. Performance Evaluation	9
47. Personnel Files	55
5. Probationary Period	3
10. Promotions, Transfers	10
27. Protective Clothing and Safety Equipment	44
48. Reasonable Accommodation	56
49. Resignation & Job Abandonment	57
1. Recognition	1
31. Rehabilitation	46
38. Released Time for Meet and Confer	48
25. Safety	43
26. Safety Committee	43
41. Severability	50
45. Shift Differential	54
14. Sick Leave-Factored Leave Accruals	14
21. Subcontracting	38
12. Training and Development	11
35. Union Access	47
33. Union Stewards	46
22. Unit Work	38
44. University Benefits	52
36. Use of University Facilities	47
15. Vacation-Factored Leave Accruals	16
46. Wages	54
43. Waiver	51
16. Work-Incurred Injury or Illness	19

Appendices

A. Execution of Agreement	59
B. Memorandum of Negotiators	60
C. Enumeration of University Benefits	61
D. Side Letter - Safety	64
E. Step Structure	67

<u>Index</u>	70
--------------	----

ARTICLE 1 RECOGNITION

This Agreement, effective October 1, 2008 is entered into by and between The Regents of the University of California, a corporation, referred to hereinafter as the "University" and the International Union of Operating Engineers, Local 501, AFL-CIO, referred to as the "Union."

The University recognizes the International Union of Operating Engineers, Local 501, AFL-CIO, which was certified by the Public Employment Relations Board (PERB) on August 1, 1983, 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 - Sheetmetal Worker
Asst. Supervisor – Steam Op. Engr.
Lead Carpenter
Lead Electrician
Lead HVAC Mechanic
Lead Irrigation Mechanic
Lead Locksmith
Lead Maintenance Mechanic
Lead Mason
Lead Painter
Lead Plumber
Lead Sheetmetal Worker
Lead Steam Operating Engineer
Building Automation Controls Technician
Carpenter
Electrician
Fire and Security Systems Technician
HVAC Mechanic
High Voltage Electrician
Irrigation Mechanic
Locksmith
Maintenance Mechanic
Mason
Painter
Physical Plant Specialist

Plumber
Sheetmetal Worker
Stationary Engineer Instrument and Controls Technician
Steam Operating Engineer

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.

ARTICLE 2 DURATION

- A. This Memorandum of Understanding shall become effective on October 1, 2008 and shall remain in effect until 11:59 p.m. on September 30, 2010. 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 Operating Engineers, Local 501 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 August 1, 2010.

ARTICLE 3 MANAGEMENT RIGHTS

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 safety in its operations.

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.

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

There shall be no unlawful discrimination in the application of the provisions of this Agreement with regard to race, color, religion, national origin, ancestry, sex, pregnancy, sexual orientation, or status as a Vietnam-era veteran. To the extent required by law or by the 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 conditions, status as a disabled veteran, age, citizenship, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994.)

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. 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. Charges alleging unlawful discrimination will be limited to the provisions of this Agreement which are otherwise subject to the grievance and/or arbitration procedures of this Agreement. Charges alleging only unlawful discrimination may only be reviewed under this Agreement through step two of the grievance procedure.

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 discipline and /or released at the discretion of the University and without recourse to the Grievance or Arbitration Procedure of this agreement.

**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 1000 hours in a 12-month period.
- B. An individual appointed to a limited appointment shall convert to a career appointment when s/he has attained 1000 hours of qualifying service within a 12-month period, without a break in service of at least 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 120 consecutive calendar days or longer shall result in a new 12 month period for purposed of calculating the 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 1000 hours of quality 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 of formal extension of the appointment.
- D. Limited employees shall not normally be hired instead of Career employees.

**ARTICLE 7
HOURS OF WORK**

A. Standard Work Week

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

Medical Center. The work week 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 work week, 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. Employees may request alternate work schedules. The University will review the feasibility of implementing requested alternate work schedules.
3. 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 at least 15 calendar days prior to taking such action. Upon timely request of the Union, the parties shall meet and discuss the proposed changes.
4. Nothing in this 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.
5. Alternate work schedules may require a change to the employee's work week in order to ensure full-time employees are scheduled for a forty (40) hour work week 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 changes in work schedules at least five (5) working days in advance, except for an emergency. An emergency as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect life, safety, and health. Where changes in work schedule are made without the requisite five (5) working 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 five (5) working day notice period. This notification requirement does not apply to relief operators. Work schedule changes shall not be made for disciplinary purposes.

F. Shifts

1. Standard Shifts

Day shift for all employees, except as outlined below, is 7:00 – 3:30.

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.

Maintenance Mechanics 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.

2. Alternate Work Schedule – Campus Steam Operating Engineers (Title Code 8243)

- a. All Campus Steam Operating Engineers 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 5:30 and end at 17:30.
 2. Night shift shall begin at 17:30 and end at 5:30.
 3. Start times shall remain as above and end four hours early for the eight-hour day.
 4. There will be no rotating shifts.
- c. The schedule is a bi-weekly schedule. Employees must work 80 hours over a 14-day period. Each employee shall work three 12 hours 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-hour day.
- e. 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.
- f. Shift Differential:

All employees who work the Night shift shall receive shift differential, in accordance with Article 45, for all hours worked on the Night Shift between the hours of 17:30 and 5:30.
- g. 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. 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.

I. 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.

J. 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.

K. 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.

L. 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 an 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, 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 hours worked in a work week shall be compensated at one and one (1 1/2) times an employee's regular rate of pay.
2. Overtime shall be compensated, at the option of the employee, by pay or by compensatory time off at the appropriate rate.

3. Compensatory time off shall be scheduled by the University and taken within the fiscal year it is earned. Employees may request use of compensatory time off. 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. Compensatory time off shall only be approved if no additional overtime by other unit members is required.
4. Compensatory time off should be taken prior July 1 of each year. All compensatory time in excess of 40 hours will be paid off on the next regularly scheduled pay period following July 1 of each year.
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 120 hours. Should an employee's compensatory bank reach the maximum of 120 hours, the employee will be paid for all hours of premium overtime over 120 hours. Any hours over forty (40) hours remaining in the compensatory bank on July 1 of each year shall be paid.
5. When an employee is employed at more than one rate of pay, overtime earned at the time and one half rate may be calculated based on the employee's weighted average hourly rate or based on the rate in effect when the overtime is worked, at the option of the University.
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.
7. Employees located at the UCI Medical Center will be eligible for overtime pay only and cannot earn or accrue compensatory time off.

C. Overtime Scheduling

As soon as practicable after the University decides upon the need for overtime or additional work, the University shall notify the employee(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. 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.

- D. Call-Back Time Call back refers only to those instances when an employee is called back to work without prior notice or in those instances when prior notice is given but the employee's work begins at least three (3) hours after completion of the employee's regular work schedule.

An employee who is called back, shall receive pay for four (4) hours or time actually worked, whichever is greater, at the appropriate rate. If there is a need for an additional call back within the original four hours, a different employee shall be called.

An employee who is not scheduled to work during the 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.

- E. 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. An employee placed on-call shall be compensated, at the option of the employee, by two (2) hours of compensatory time off or pay for each day on-call.
- F. An employee who is called to work shall receive credit for a minimum of four (4) hours pay at one and one-half (1-1/2) times the employee's regular hourly rate.
- G. 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.
- H. There shall be no compounding/pyramiding of overtime payments.
- I. When an employee is required to work unscheduled overtime in excess of three (3) hours past his/her normal workday, s/he may be reimbursed up to seven dollars and fifty cents (\$7.50) 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.

ARTICLE 9 PERFORMANCE EVALUATION

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.

The performance of each non-probationary employee shall be evaluated in writing at least annually, in accordance with a process established by the University.

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 last year's evaluation, whichever rating is higher.

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.

Disputes arising from this Article may only be reviewed through step two of the grievance procedure.

**ARTICLE 10
PROMOTIONS, TRANSFERS**

- A. Recruitment announcements of open positions shall be posted electronically for a period of seven (7) calendar days. Paper copies will be available upon request from the Facilities Office or the Human Resources Office.
- 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 fourteen (14) 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 two of the grievance procedure.

**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 the employee's regular appointment for a period of fifteen (15) consecutive working days or more shall be considered to be in an out-of-class assignment. The employee 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 only be reviewed through step two of the grievance procedure.

**ARTICLE 12
TRAINING AND DEVELOPMENT**

A. Job Related Training

Management will provide information on relevant, job-related training programs which it deems appropriate for employees to attend.

An employee may submit a request in writing to his/her supervisor to participate in a training program which is job related.

The University shall determine the degree to which participation in training programs shall be considered time worked and the degree to which payment of fees shall be provided.

B. Reduced Fee Enrollment

A career status employee who meets the admission requirements of the University is eligible for two-thirds reduction of both the University Registration Fee and the Educational Fee when enrolled in regular session courses of up to nine units or three 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 units and three courses.

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.

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 Center, gymnasiums, or the Student Health Services, unless the employee is otherwise entitled to them.

C. University Extension Programs

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

D. Disputes

Disputes arising from this article shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

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

- * Paid hours, excluding holiday hours.
- ** An employee appointed on a percent of time basis earns in accordance with the appointment, provided the employee is not off pay status during the month.
- *** When more than one holiday occurs in a month, multiply the Hours of Holiday Pay by the number of holidays for which the employee is eligible in the month to determine the total holiday hours with pay.

B. Holidays Observed

The following 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
 Independence Day
 Labor Day
 Veterans Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Eve
 Christmas Day
 New Year's Eve

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

C. 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 1st of the applicable contract year, and
 - b. The employee uses the floating holiday between November 1st and October 31st of each contract year. In the event the employee does not use the personal holiday time before June 30th, 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 and place into the employee's holiday compensatory time bank, or pay the employee eight 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 Saturday or Sunday. When a holiday falls on a Sunday, the following Monday is observed as a holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday unless an alternative day is designated by the President of the University.
- 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 time and one-half 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 Schedule. An employee on an alternate full-time work schedule is entitled to the same number of holidays and the same number of paid holiday hours as are granted to regularly scheduled employees. An employee whose regular day off falls on a holiday observed by the University receives either another day off or compensating holiday pay.
- 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, accrued overtime, 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 and, on a limited basis, in the event of death or illness of a family member.

B. Definitions

For purposes of this Article, a sick leave accrual period is defined as one calendar month for those employees who are paid monthly, or quadraweekly (two biweekly pay periods) for those 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 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, except that Steam Operating Engineers on rotating shifts earn sick leave for all regularly scheduled straight time hours.
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.
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 to submit satisfactory proof of personal or family illness, disability, or death, to receive an excused absence from work and sick leave pay, when a supervisor believes abuse of sick leave has occurred.
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

Up to forty (40) hours of accumulated sick leave per year may be used when the employee is required to be in attendance or to provide care because either:

- a. The employee's spouse, parent or child suffers a "serious health condition" as defined in Article 18 - Leaves of Absence, Section D.1.h.. Use of sick leave granted under this provision

shall be charged against the Family Care Leave entitlement pursuant to Article 18 - Leaves of Absence, Section D.2.d.1) or

- b. The employee's grandparent(s); grandchildren; in-laws; siblings; or any other person related to the employee who is residing in the employee's household suffer illness or disability
6. 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, child, brother, sister, in-laws or any other related person residing in the employee's household.
7. An employee who becomes ill while on vacation shall be permitted to use accrued sick leave if that employee is under the care of a physician and submits a physician's statement but may not use accrued sick leave in the event of illness of a family member.

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.

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 biweekly 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:

Years of Qualifying Service (1)	Per Hour on Pay Status	Approximate Days Per Year
Less than 10	.057692 hour	15
10 but less than 15	.069231 hour	18
15 but less than 20	.080769 hour	21
20 or more	.092308 hour	24

- 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 State of California service following completion of six (6) months of State service at one-half time or more shall not service another waiting period if the change did not involve a break in employment of more than fifteen (15) calendar days.

- H. An eligible reemployed person who previously completed the required waiting period may use vacation credit without serving another waiting period, provided the break in service is less than six (6) months.
- 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 start date in the shop. If equal, the tiebreaker will 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 four (4) days in advance.
 8. Vacation days requested less than four (4) 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 four (4) 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.

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 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.

- 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 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 30 calendar days, but not to exceed the actual period of active duty for training, provided:

- a. The employee has at least 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 examinations, does not exceed 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 employee shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.

5. Ineligible Employee

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 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 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 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 up to six 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 30 calendar days of leave provided:

- a. The employee has at least 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 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 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 180 days. At the end of the 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 180 day period.
 6. Sick leave credit shall be retained on the records.
 7. Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.

8. 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 toward completion of a probationary period (see section B.9.), 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 of the working hours of the month while on Extended Military Leave.

9. 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.
- c. 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.

10. 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 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 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 or the employee may charge 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.-10. 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 30 calendar days' pay for military leave.

**ARTICLE 18
LEAVES OF ABSENCE**

A. General Provisions

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

1. Benefit Eligibility

- a. 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 C and D of this

Article), an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans for the period of the leave by remitting to the University the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

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

2. Pay Status

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

3. Requests for Leave

Except as provided in Section D. 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.

4. Return to Work

- a. Except as provided in Section C. Pregnancy Disability Leave, and Section D. Family Care and Medical Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six calendar months or less, or 12 months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.
- b. An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.
- c. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.
- d. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job, if such failure to return exceeds five consecutive working days of the anticipated return date.

B. Personal Leave

1. An employee in a career position may be granted a personal leave for the employee's convenience, subject to the operational needs and requirements of the University. In special situations, a personal leave for temporary employment outside the University may be approved

provided that the outside work is in the interest of public service and/or will be beneficial to the University upon the employee's return.

2. A personal leave may also be granted for extended illness or to care for a newborn or newly-adopted child (See Section D.2.a.5).
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.

C. Pregnancy Disability Leave

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

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

4. Return from a Pregnancy/Disability Leave

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

or affected by layoff. A female employee who is also granted Parental Leave under Section D. Family Care and Medical Leave shall be returned to work in accordance with Section D.2.h. of this Article.

5. Continuation of Health Benefits

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

D. Family Care and Medical Leave

Employees who have at least one year of University service, and have at least 1,250 actual hours of work during the 12-month period immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of 12 workweeks of Family Care and Medical Leave in the leave year, except as otherwise provided in this Article. Actual hours worked does not include sick leave, vacation or compensatory time off hours. Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation and compensatory time, and leave of absence without pay. For purpose of this section, leave year is defined as calendar year.

1. Definitions

- a. Parental Leave is leave to care for the employee's newborn or a child who has been placed with the employee for adoption or foster care.
- b. Medical Leave is leave granted for the employee's own serious health condition that makes the employee unable to perform the essential assigned functions of the employee's position.
- c. Family Illness Leave is leave to care for the employee's child, parent or spouse with a serious health condition.
- d. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child.
- e. Parent means a biological, foster, or adoptive parent, a stepparent, a legal guardian or an individual who stood in loco parentis to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in loco parentis.
- f. In loco parentis means in the place of a parent; instead of a parent; charged with a parent's rights, duties, and responsibilities. It does not require a biological or legal relationship.
- g. Spouse means a partner in marriage.

- h. 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.
 - 3) a serious health condition for the purposes of family illness leave is an illness, injury, Impairment, or physical or mental condition, as described in D.1.h. above, which warrants the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort
- i. Health care provider means an individual who is licensed in California to hold either a physician's and 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), nurse practitioners and nurse-midwives performing within the scope of their practice, Christian Science practitioners or any other individual duly licensed to practice medicine in another state or jurisdiction.
- j. Equivalent position has the same pay, benefits, and working conditions, including the same or substantially similar duties and responsibilities, which entail substantially equivalent skill, effort, responsibility, and authority.

2. General Provisions

a. Time Periods

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

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

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

b. Notice

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

c. Certification

- 1) When leave is requested for the employee's own serious health condition or 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: For the serious health condition of the employee or his/her family member, the date on which the condition commenced, if known, and the probable duration of the condition. In addition, the certification should include for the employee's family member a statement that the condition warrants the participation of a family member to provide care and an estimate of the amount of time that the health care provider believes the employee is needed to provide care during the period of the treatment or supervision of the individual requiring care.

- 2) Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider. Should the second medical opinion differ from the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.
- 3) If additional leave is requested upon expiration of the leave granted, the University may, at its discretion, require the employee to obtain rectification. Such requests for subsequent certification shall be in writing
- 4) 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
- 5) If certification or recertification is required, the employee shall return the certification within 15 calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in denial of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given 15 calendar days to perfect the certification. Failure to perfect an incomplete certification may result in denial of the leave or denial of continuation of the leave
- 6) Confirmation of Family Relationship
 - a. 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.
 - b. 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.
- 7) An employee who has been granted a Medical Leave for reasons other than pregnancy-related/childbearing disability shall be returned to the same or an equivalent position when the employee has been medically released to perform the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the denial of reinstatement until after the employee submits the required medical release certification
- d. Use of Accrued Paid Leave
 - 1) An employee on approved Family Illness Leave may, at the discretion of the University, elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum the employee will be required to use at least 10

percent of the vacation leave credit prior to taking leave without pay. Up to 40 hours of accrued sick leave per year may be substituted for Family Illness Leave granted under this section, pursuant to Article 14.A. and 14.B. Sick Leave, Section E.5.

- 2) An employee on an approved Parental Leave may elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10 percent of the vacation leave credit prior to taking leave without pay.
- 3) 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 all accrued sick leave prior to taking medical leave without pay. An employee may elect to use accrued compensatory time off or accrued vacation before taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10 percent of the vacation leave credit prior to taking leave without pay.

e. Duration

- 1) Family Care and Medical Leave shall not exceed twelve (12) workweeks in any twelve-month period and the leave year shall commence on the date the employee first takes leave. In the event University policy and/or State or Federal law result in a different date of commencement for this twelve-month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees.
- 2) For the purposes of FMLA, only, twelve (12) workweeks is equivalent to 480 hours of scheduled work for full-time employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FMLA leave need not be consecutive, in no event shall an employee's aggregate use of FMLA leave exceed a total of twelve (12) weeks within the leave year.
- 3) 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.
- 4) When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for a reduced work schedule or intermittent leave including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of twelve (12) workweeks in the leave year.
- 5) When the employee requests an intermittent leave or a reduced work schedule, 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 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.

f. Continuation of Health Benefits

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

g. Deferral or Denial of Family Care Leave Requests

- 1) An employee who fails to give 30 days' notice for a foreseeable leave in accordance with Section D.2.b.1, with no reasonable basis for the delay, may have his/her Family Care and/or Medical Leave denied until 30 days after the date on which the employee provides notice.
- 2) An employee who fails to provide certification or recertification as required in Section D.2.c.4, may have his/her request for leave denied or deferred until the requested certification is provided.
- 3) An employee who fails to provide a required medical release certification to return to work in accordance with Section D.2.c.5, may have his/her reinstatement denied until a medical release certification is provided.

h. Review of Denials or Deferrals of Family Care Leave Requests

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

i. Return to Work

An employee granted Family Care and/or Medical Leave shall be returned to the same or an equivalent position upon return from the leave. 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 casual employee granted a Family Care and/or Medical Leave is not entitled to reinstatement to his/her position if the employee's casual appointment ending date occurs before the scheduled return date.

E. Jury Duty

1. 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-day, Monday through Friday, day shift basis.
3. 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.

F. 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 work week. 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.

G. Leave For Work-Incurred Disability

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

**ARTICLE 19
DISCIPLINE AND DISMISSAL**

A. Definitions

1. Discipline. Discipline occurs when any of the following actions is taken with respect to any employee: oral reprimand, written warning, salary decrease, suspension, demotion.
2. Dismissal. A dismissal is the termination of employment of a non-probationary career status employee initiated by the University for any of the reasons set forth in this article.
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.

B. Grounds

A non-probationary career employee may be disciplined or dismissed for reasons including, but not limited to, unsatisfactory performance; inability to perform requirements of the employee's job; or misconduct, including but not limited to dishonesty, theft or misappropriation of University property, violation of University rules, unauthorized absence, absenteeism, tardiness, fighting on the job, insubordination, abuse or violation of leave or other provisions of this Agreement, substance abuse, acts endangering others, or other serious misconduct.

C. Notice of Intent

1. When Required. 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. 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, salary decrease, demotion, or dismissal.

2. Issuance and Content

a. Issuance. Written Notice of Intent to suspend for more than five (5) working days without pay, decrease salary, 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 the United States Mail, first-class, postage-paid, and by Certified Mail, return receipt requested, in an envelope addressed to the employee at the employee's last known home address. The Union will be notified concurrently of the intended action. Such personal delivery or mailing shall be conclusively presumed to provide actual notice to the affected employee. It shall be the responsibility of the employee to inform the University in writing of his/her current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address." Whether delivery is made in person or by mail, the Notice of Intent shall contain a "statement of delivery or mailing" indicating the date on which the Notice of Intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be the "date of issuance" of a Notice of Intent.

b. 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 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. The employee shall be entitled to respond, either orally or in writing, to the Notice of Intent described above. Such response 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. The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the employee immediately from all work duties. If, upon conclusion of the investigation, neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the leave. Although an investigatory leave may exceed fifteen (15) working days, if a suspension

without pay is determined to be the appropriate discipline, a maximum of fifteen (15) working days of the investigatory leave period may be applied to such suspension without pay. If dismissal is determined by the University to be appropriate, the entire investigatory leave period shall be without pay.

- F. Written Warning. Dismissal 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. Such performance or conduct may include, but is not limited to, dishonesty, theft or misappropriation of University property, fighting on the job, insubordination, acts endangering others, or other serious misconduct. If an employee fails to notify the University of his/her absence, such an absence will be deemed to be unauthorized. If such an absence lasts five (5) consecutive, assigned work days or more, the employee shall be considered to have voluntarily terminated.
- G. 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.
- H. Relation to Grievance Procedure. A grievance pertaining to a suspension of five (5) days or more, or a dismissal of a career employee, may be filed at Step Three (3) of the grievance procedure. Written warnings applicable to non-probationary career employees, unless used as a basis for subsequent disciplinary suspension or dismissal, are not subject to the Arbitration Article of this Agreement.

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.
2. Indefinite layoff and reduction in time is effected by department and by class (title code), except for journeyman craft positions and their respective lead positions (i.e., Lead Carpenter and Carpenter, Lead Electrician and Electrician, Lead Locksmith and Locksmith, Lead Mason and Mason, Lead Painter and Painter, Lead Plumber and Plumber, Lead Sheetmetal Worker and Sheetmetal Worker, Lead HVAC Mechanic and HVAC Mechanic, Lead Maintenance Mechanic and Maintenance Mechanic) for which indefinite layoff and reduction in time shall be effected by craft. 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. Seniority shall be calculated by full-time-equivalent months (or hours) of University service for all employees in the bargaining unit as of June 30, 1986. For all employees hired into the bargaining unit on or after July 1, 1986, seniority shall be calculated by full-time-equivalent months (or hours) of bargaining unit service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time-equivalent months (or hours) of service, the employee with the most recent date of appointment shall be laid off first.

D. Notice

1. For a temporary layoff, the University shall give, if feasible, fifteen (15) calendar days' notice of the expected beginning and ending dates of the layoff.
2. An employee will receive at least thirty (30) calendar days' advance written notice prior to indefinite layoff or reduction in time, whenever feasible. If less than fifteen (15) 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 fifteen (15) calendar days' notice.

E. Reemployment from 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 the 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.

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 Personnel Manager, 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 provides 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 earnings are insufficient to otherwise generate the University's contribution.
3. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff.

ARTICLE 21 SUBCONTRACTING

- A. University management reserves the right to subcontract unit work, including work which has been subcontracted in the past.
- B. Upon request, the University shall provide a quarterly summary to the Union of Brief Form 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 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.

ARTICLE 22 UNIT WORK

Supervisors and non-unit employees will not normally perform work of unit employees. 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. However, management reserves the right to assign supervisors to perform unit work to meet the emergency or operational needs of the University.

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 this 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.
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. Informal Review - Step 1. As soon as practicable, the employee shall discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter before a formal written grievance may be filed. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced by the grievant or the grievant's representative in subsequent steps. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

Attempts at informal resolution do not extend the time limits for filing a formal grievance at Step 2.

2. Department Review - Step 2. A formal grievance must be filed in writing on a grievance form provided by the University. 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/or his/her representative, to discuss the grievance. Within fifteen (15) calendar days after receipt of the grievance, a written response will be issued to the employee with a copy to his/her representative. If the department's response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 3.

- 3. Campus Review - Step 3. If the grievance is not resolved at Step 2, the grievance may be appealed in writing by the employee or his/her representative to the designated Labor/Employee Relations official. The written appeal must be received by the designated Labor/Employee Relations official within fifteen (15) calendar days of the date on which the written response to Step 2 was issued or due.

Within fifteen (15) calendar days of the receipt of the Step 3 appeal, the designated Labor/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 3 meeting may be waived by mutual agreement and confirmation in writing by either party.

- 4. Decision. The University shall render a written decision within fifteen (15) calendar days following the date of completion of the Step 3 meeting or agreement to waive the Step 3 meeting. The decision will be mailed to the employee(s) and his/her representative. A copy of the decision shall be sent by Certified Mail to the Union. Such decision shall not set any precedent. The Union may appeal the grievance to arbitration pursuant to Article 25, Arbitration Procedure, within thirty (30) calendar days of the date on which the decision was received by the Union.

- C. 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 2 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 within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the 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.

- D. 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 may 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.

- E. 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 Labor Relations Manager within twenty (20) calendar days of the receipt of the step three 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. Should the parties fail to select the arbitrator, they shall use the list of arbitrators herein by randomly drawing three names. The first arbitrator's name drawn shall be contacted. If the arbitrator's first available date is more than sixty (60) 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 sixty (60) 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 to 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 the 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 25, 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 by the party requesting such services or facilities, unless the parties agree otherwise in advance.

D. Decision and Remedy

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in 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, Worker's Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing, 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 forty-five (45) 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 scheduled work time, no employee released 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 not be on pay status.

F. List of Arbitrators

Howard S. Block
Douglas Collins
Lou Zigman
Walter Daugherty
Kenneth A. Perea
Mark Burstein

**ARTICLE 25
SAFETY**

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

Disputes concerning this Article may only be reviewed through step two of the grievance procedure.

**ARTICLE 26
SAFETY COMMITTEE**

The University and the Union agree to establish a joint Management/Labor Safety Committee for the purpose of advising management regarding safety matters. The Committee will review claims of unsafe practice or equipment. They will prepare recommendations for submittal to University management on these matters, as well as on available safety training for unit employees. An employee may bring safety matters before the Committee for review and recommendation. 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. 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, up to a maximum of two hundred dollars (**\$200.00**). 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.
- C. 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.
- D. Uniform Options. Employee input will be considered when selecting uniform options.

**ARTICLE 28
PARKING**

- 1. 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.
- 2. During the life of the agreement, the University shall not raise parking rates by more than \$15.00 per year.

**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. When a non-probationary career employee is unable to perform essential assigned functions due to a medical condition, documented by the employee's physician and/or a University-appointed physician, that employee may be medically separated.
- B. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes.
- C. The University shall pay the reasonable costs of any medical examinations requested by the University.
- D. An employee shall not be separated under this Article while he/she is drawing accrued sick leave. However, the employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave and if the employee is afforded all rights provided by the employee's retirement system.
- E. Notice of Intent. Written Notice of Intent 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 the United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. The Union will be notified concurrently of the intended action. It shall be the responsibility of the employee to inform the University in writing 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.
 - a. inform the employee of the action intended and the reason for the action;
 - b. inform the employee of the right to respond and to whom to respond in person or through an agent within ten (10) work days of the date of issuance of the notice either orally or in writing.
- F. 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.
- G. Special Reemployment Procedures. For a period of one year following the date of a medical separation, a former non-probationary career employee may be selected for a position within the unit without the requirement that the position be publicized. 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.
- H. 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 special assistance to non-probationary employees who become handicapped when such handicaps substantially limit their work activities. This assistance shall include information about vocational rehabilitation and may include vocational rehabilitation services, reasonable accommodation, and special selection procedures. After receipt of medical documentation required by the University to assess the nature of the handicap, the University will determine what assistance will be offered to the employee.

ARTICLE 32 DEATH PAYMENTS

Upon the death of an employee who has been on pay status at least fifty (50) percent 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 employee's surviving spouse, or eligible dependent(s), or estate. This includes 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 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 Office of the Labor/Employee Relations Manager as soon as possible after the change. There shall be no more than a total of five (5) UCI stewards, provided, however, that 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 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.

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 representative of Local 501

may complain to the Labor/Employee Relations Manager concerning the alleged steward reprisal. If the problem is not resolved, it may be the subject of an unfair labor practice charge. Disputes arising from this Article are not subject to the Grievance or Arbitration Procedures of this Agreement.

ARTICLE 34 LABOR-MANAGEMENT RELATIONS

Meetings at reasonable intervals may be scheduled at the request of a full-time Union staff representative or the designated University official for the purpose of informally discussing actual or potential employer-employee relations problems.

Such meetings are not considered to be meet and confer sessions and are not intended to add to, delete from, or otherwise modify this Agreement during its term, except that addendums to the Agreement are permitted by mutual agreement between the parties.

ARTICLE 35 UNION ACCESS

Duly authorized Business Representatives of the Union shall be permitted access to work locations in which employees covered by this Agreement are employed. Such access shall not interfere with the work of the employees.

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

ARTICLE 36 USE OF UNIVERSITY FACILITIES

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

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 of such facilities.

**ARTICLE 37
BULLETIN BOARDS**

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

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

**ARTICLE 38
RELEASED TIME FOR MEET AND CONFER**

Employees appointed by the Union shall be granted a reasonable amount of released time for the purpose of meeting and conferring at the bargaining table. Not more than four (4) UCI employees shall be provided released time unless the parties mutually agree otherwise. Released time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work.

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

**ARTICLE 39
LEAVES OF ABSENCE FOR UNION FUNCTIONS**

Any employee(s) covered by this Agreement who has been officially appointed by the Union as an officer or delegate may be granted leave(s) of absence without pay for attendance at a Union function (i.e., conference, safety seminar). Any employee elected by the Union as a delegate shall be granted a leave of absence without pay for attendance at the International Convention. The aggregate of all such leave(s) shall not exceed a total of ten (10) 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.

ARTICLE 40 DUES DEDUCTIONS

A. Dues Deduction and Agency Shop Fee

1. Dues Deduction

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

2. Agency Shop Fee

Upon notification to the University by the International Union of Operating Engineers, Local 501 (IUOE), University employees in the bargaining unit who choose not to become members of the unit in accordance with paragraph A.1. above, as a continued condition of employment, shall be required to pay an agency shop fee. The amount of the fee shall be determined by IUOE and shall not exceed the monthly dues that are payable by members of IUOE. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to IUOE.

3. Exemption from the Agency Shop Fee

Any employee in this unit who is a member of a bonafide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the IUOE as a condition of employment. An employee to which this provision is applicable shall be required to pay sums equal to the amount of the service fee to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Service code, chosen by the employee from the following list of funds chosen by the University and IUOE:

- Patient Care Program UCIMC
- UCI Foundation
- California Special Olympics

4. Check Processing

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

5. Indemnification

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

B. Union Security

The authorization for dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from the Union by delivering a signed withdrawal letter to the University and mailing a certified copy to the Union thirty (30) calendar days prior to the expiration of this Agreement.

C. Financial Report

IUOE shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the employees who are members of IUOE, within 60 days after the end of its fiscal year, a detailed written financial report of the fiscal year in the form of a balance sheet and operating statement, certified as to accuracy by the president and treasurer or comparable officers. IUOE shall provide a copy of said report to the UCI Manager of Labor Relations within 60 days after the end of IUOE's fiscal year.

D. Severability

In the event the fair share provisions of Higher Education Employer-Employee Relations Act (HEERA)(Amendments to HEERA by SB645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that all matters in the Agreement concerning fair share fees shall be of no force or effect.

**ARTICLE 41
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 42
NO STRIKE**

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

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 or other concerted activities which would interfere with the operations of the University.

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.

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.

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

The Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of any strike action or other concerted activities. 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.

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 43
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 all terms and conditions of employment for employees in this bargaining unit. The parties further agree that, upon execution of this Agreement, any rights or terms and

conditions of employment previously applicable to employees pursuant to the Staff Personnel Policies shall terminate and no longer apply.

ARTICLE 44 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 plan 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 staff employees at the same campus/laboratory. The sole exceptions to the above shall be any alterations proposed by the University which affect only bargaining unit employees.
2. 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.
3. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.
4. 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 mutually agreement of both parties.

B. 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 Section C, below, 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 as 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. Except as provided in Section 3.c., below, 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) as if on pay status for a period of up to twelve (12) workweeks in any 12-month period. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health plan coverage under the State Family Care and Medical Leave Act. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

C. Enumeration Of University Benefits

For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix C. IUOE, Local 501 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 IUOE, Local 501.

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.

**ARTICLE 45
SHIFT DIFFERENTIAL**

- A. An employee who actually works an evening or night shift, in accordance with Article 7.F. Shifts, shall receive a \$1.20 per hour shift differential pay in addition to his/her regular hourly rate of pay.
- B. 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.
- C. 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.
- D. 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.
- E. 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 of shifts if the employee were not on paid leave.

**ARTICLE 46
WAGES**

A. Increases

- a. Effective October 1, 2008: The pay ranges for all classifications will be increased by 1% and all non-probationary career employees on payroll status as of October 1, 2008 shall receive a 1% increase.
 - b. Effective April 1, 2009: The pay ranges for all classifications will be increased by 1% and all non-probationary career employees on payroll status as of April 1, 2009 shall receive a 1% increase.
 - c. Effective October 1, 2009: The pay ranges for all classifications will be increased by 1% and all non-probationary career employees on payroll status as of October 1, 2009 shall receive a 1% increase.
- B. Probationary employees shall receive the increase at the conclusion of probation.
 - C. 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 awards.

D. Certification Differential

The certification differential will no longer be offered. In lieu of certification differential, employees currently receiving certification differential will receive a one step increase effective on the first pay period following ratification date. Affected employees currently on step 6 will receive a 2% salary increase, the equivalent to a step. Such employees are eligible to receive future salary increases according to bargaining agreement and will be above step until the pay range exceeds their present rate.

E. Employee Promotions

Upon promotion, an employee shall be granted a salary increase to the minimum of the salary range or 5%, whichever is greater, provided that the new rate does not exceed the maximum of the new class.

F. Order of Salary Increases

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

1. Salary range adjustments
2. General salary increase
3. Merit increase, if any
4. Equity adjustments
5. Salary action resulting from promotion, reclassification, transfer or demotion.

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.

**ARTICLE 47
PERSONNEL FILES**

A. General Provisions

1. Personnel files may be located in an employee's employing department.
2. Information in the Files - An employee's personnel file may contain information pertaining, but not limited to such items as employment applications, tests, references, job specifications; honors and awards; performance evaluations, discipline, attendance and other relevant and necessary information specified by the University.
3. Grievance files shall not be considered part of an employee's personnel file and shall be kept in a separate file.

B. Employee And/Or Representative Review Of Personnel Files

1. An employee shall upon written request to the University, have the opportunity to review his/her personnel file within a reasonable time in the presence of a representative of the University. When granting the requests, the supervisor shall take into account frequency and operational requirements.
2. A union representative or an individual of the employee's choice may accompany the employee when reviewing the file.

C. Protected Information

Records protected by recognized legal privilege or exempted from legal disclosure by law may be withheld from the employee and/or the employee's representative.

D. Duplication Costs

Employees shall receive a first copy of documents without charge; however, fees may be charged for making additional copies of personnel file information or extracts thereof, pursuant to University procedures.

**ARTICLE 48
REASONABLE ACCOMMODATION**

- A. The University will provide reasonable accommodation to qualified employees with disabilities, subject to defenses available under applicable 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. After receipt of medical documentation from an employee with a disability, and after consultation with the employee, the University will determine what accommodations are necessary to allow the employee to perform his/her job. If the University determines it appropriate, the accommodation may extend to placement into a vacant position for which the employee is qualified without the requirement that the position be publicized.
- C. Documentation provided by the employee shall be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.
- 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 49
RESIGNATION & JOB ABANDONMENT**

A. Resignation

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

1. The final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee (in the form of a check) at the employee's work location on the day of separation when:
 - a. an employee is discharged;
 - b. an employee has a predetermined ending date; or
 - c. an employee has given at least 72 hours notice of intention to quit
2. When an employee does not give 72 hour notice of intention to quit, the University shall make the final paycheck available w/in 72 hours. Upon the employee's request, the final paycheck may be mailed to an address designated by the employee. If the date of pay falls on a Saturday, Sunday, or weekday holiday, actual payment may be made on the next business day. Monday through Friday will be considered business days (including Medical Centers and other 24/7 operations).

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

B. Job Abandonment

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

1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address.
2. At the option of the employee, her/his response may be written or may be a meeting with a designated University official who has the authority to effectively recommend reinstatement of the employee.

3. Following the employee's timely response, or if no response was provided within the fourteen (14) calendar days, the designated University official shall issue a final decision.
 4. The University's final decision, following completion of the requirements in §B.1-3 above, is not subject to the grievance and/or arbitration provisions of this Agreement.
- C. The University shall notify the employee in writing at the employee's last known mailing address_of all actions taken under the provisions of this Article.

**APPENDIX A
EXECUTION OF AGREEMENT**

The foregoing Agreement between the International Union of Operating Engineers, Local 501, AFL-CIO, and The Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 501, AFL-CIO**

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

Ronald G. Frease 2/18/09

Ronald G. Frease Date
President

Shelley Nielsen 9/14/09

Shelley Nielsen Date
Interim Senior Director -
Employee Relations
UC Office of the President

~~Victoria Stal~~ 2/2/09

James McLaughlin Date
Business Manager

Nadine Baron Fishel Date
Chief Negotiator
University of California, Irvine

Christopher Brown 2-2-09
Christopher Brown Date
Chief Negotiator

Paige Macias 4/2/09
Paige Macias Date
Interim AVC – Human Resources
University of California, Irvine

Lynn Boland 9/15/09
Lynn Boland Date
Executive Director -
Employee Relations, Programs,
Policies and Services
UC Office of the President


Dwaine B. Duckett 9/15/09
Dwaine B. Duckett Date
Vice President
Human Resources
UC Office of the President

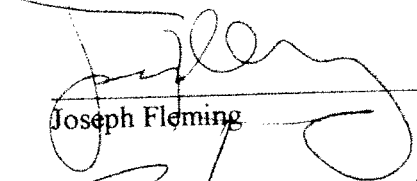
APPENDIX B - MEMORANDUM OF THE NEGOTIATORS


The negotiators of the proposed agreement affix their signatures to this Tentative Agreement to indicate that they have concluded negotiations by the development of the proposed agreement (see attached). The negotiators also agree that they will recommend ratification approval of the Tentative Agreement to the applicable decision making body. The Union Bargaining Team will recommend ratification by the union membership. The University will recommend approval by the Office of the President.


The parties agree that, when the approval process has been completed, the Memorandum of Understanding will become operative when the document has been signed by the authorized representatives for both parties. Upon signature by the University representatives, the effective date of the Agreement will be added to the Duration and Recognition Articles by the University.

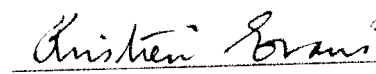
FOR THE UNIVERSITY

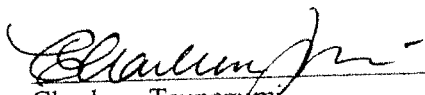

Nadine B. Fishel
Chief Negotiator

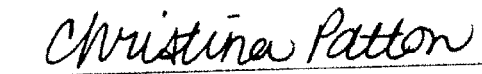

Joseph Fleming


Paul Howland


Gerald Nearhoof

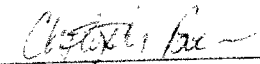

Kristien Evans



Charlene Tsunezumi

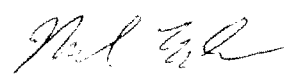

Christina Patton


DATE


FOR THE UNION



Christopher Brown
Chief Negotiator

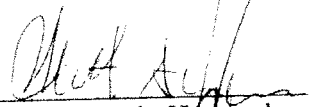

David Anderson

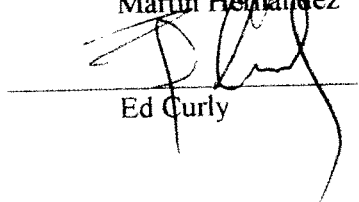

Neal Edwards


Eric Kelleher


Rodney Booth


Brian Maloney


Martin Hernandez


Ed Curly

**APPENDIX C
ENUMERATION OF UNIVERSITY BENEFITS**

A. Health Benefits

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

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

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

B. University Of California Retirement System

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 to UCRP 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 Plan (DC Plan)

1) Pre-Tax Account - All current member contributions to the University of California Retirement Plan (UCRP) are redirected to the Pretax Account. Although payroll reductions default to the Savings Fund, participants are offered a mix of internally and externally managed investment options. Redirection is subject to annual Regental review.

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

3) 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.

4) 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.

C. Life Insurance

2. 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.
3. Supplemental - Optional life insurance and dependent life insurance is available and may be purchased by eligible employees.

D. Other Insurance

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

E. Other Benefits

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

- b. Tax Savings on Insurance Premiums (TIP) – Employees eligible for certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, is applied, if any, the net insurance premiums are deducted from gross pay before federal and state taxes.
- 2. Dependent Care Assistance Program (DepCare) – DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.
- 3. Health Care Reimbursement Account (HCRA) – The Health Care Reimbursement Account is available to eligible employees and allows them to pay for eligible health care expenses not covered by the employee’s medical, dental, or vision plans on a pretax salary reduction basis.
- 4. U.S. Savings Bonds Through payroll deductions, investments can be made in United States Series EE Savings Bonds.
- 5. Death Payments – Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the deceased’s spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).
- 6. Alternate Retirement Plans – Employees covered by alternate retirement plans are subject to that plans rules and regulations, and not subject to UCRP coverage.

APPENDIX D – SIDE LETTER

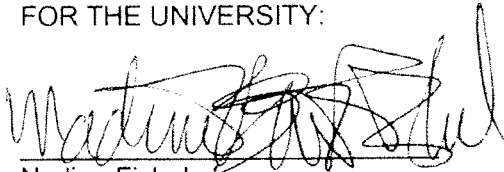
SAFETY

The University and the Union agree that safety is a shared responsibility and that employees and supervisors should openly discuss in a civilized manner all safety-related issues and to make all necessary changes in procedures or operations before a problem occurs. As such, employees should feel empowered to stop work processes that are unsafe, and to immediately bring safety problems to a supervisor's attention. In this environment, it is expected that all personnel understand the need for safety equipment and protective clothing, the necessity of training before doing hazardous procedures, and the importance of discussing workplace hazards before the fact and planning to mitigate them.

In particular, it is agreed that bargaining unit members will:

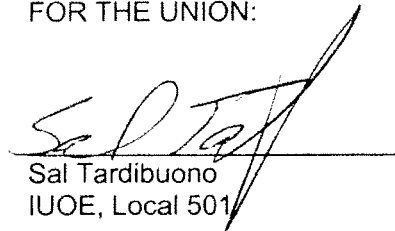
- receive all relevant hazardous materials training.
- follow the Facilities Department guidelines on Safety Shoes (attached).
- attend quarterly safety meetings (Campus Central Plant personnel only) where safety matters and concerns are discussed openly so that all Central Plant personnel can benefit. In these meetings, employees will be encouraged to participate in safety discussions, to request needed training, to use safe practices and protective gear in the course of their work, and to bring safety concerns to their supervisors' attention.

FOR THE UNIVERSITY:



Nadine Fishel
University of California, Irvine

FOR THE UNION:



Sal Tardibuono
IUOE, Local 501

SAFETY SHOES

SCOPE

This procedure applies to all fulltime Facilities personnel who, in the course of their job duties, are required to or elect to wear safety footwear. Also, refer to the Facilities Management Policies and Procedures Manual for guidelines on Uniform dress code.

PURPOSE

The purpose of the Safety Footwear Guideline is to create a consistent standard of safety for Facilities staff and define sources of high quality work shoes that can be approved for reimbursement.

Protective footwear may be required where job conditions warrant. Examples of work that may require foot protection include operations involving heavy equipment, foot hazards in construction areas, jobs requiring work with certain chemicals, steam, or hot water, or any other work where there is a danger of foot injuries from falling or rolling objects, objects piercing the sole, or exposure to electrical hazards.

It should also be noted that protective footwear does not take the place of safe work practices, which is always primary in the safe handling of materials and substances. Protective footwear is a secondary measure that is intended to prevent injury or reduce the injury severity in the event of an accident.

PRACTICE

1. Protective footwear represents a wide range of foot protection although Facilities does not specifically require "Safety-Toe Footwear" we do require proper work attire such as "Closed-Toe Shoes" (no sandals, sneakers or open toed shoes). The need for protective footwear depends on specific job tasks and their potential foot hazards. Basic criteria for Facilities staff requiring protective footwear are as follows:
 - 1.1. Facilities staff, Steam Engineers, Plumbers, Welders, and Electricians may be at a higher risk than other shops and may require a more substantial work shoe. with job functions that have high probability for exposure to potential foot hazards such as:
 - Lifting heavy objects or materials
 - Working with steam and hot water
 - Working with heavy rolling materials such as drums or compressed gas cylinders
 - Entering areas with potential foot hazards such as construction or abatement sites
 - 1.2. For all other Facilities staff, the supervisor may determine the need for a lesser type of protective footwear based on specific job tasks and risks.
2. Employees identified as requiring protective footwear will be entitled to one (1) pair of safety shoes per calendar year.
 - 2.1. Safety shoes should be obtained from preferred vendors and will be reimbursed in accordance with applicable collective bargaining agreement. Original bill of sale must be provided.

2.2. Safety shoes must be appropriate for the potential foot hazards in the common work environment of each shop, recommended with a steel plate in the sole, non-skid soles and heavy leather uppers for shops working in potentially hazardous areas.

3. Preferred vendors are as follows:

- 3.1. Redwing Shoes, 1427 S. Main Street, Santa Ana, (714) 543-1449
- 3.2. Iron Age Safety Shoes, 14145 Red Hill Avenue, Tustin, (714) 832-2013
- 3.3. Hytest, Industrial Shoe Company, 1421 E. 1st Street, Santa Ana, (714) 796-1976

NOTES:

- 1. Addresses are supplied for general information. Any location is acceptable. The Redwing truck is on campus several times a year for your convenience.
- 2. If the shoes have an ANZI Z41 rating, they can be purchased at any store and be reimbursed.
- 4. If there is a compelling reason why the employee cannot obtain appropriate safety shoes from the preferred vendors, the employee's supervisor must be notified and prior approval given to purchase safety shoes from an alternate vendor. The employee must purchase their safety shoes in full and then apply for reimbursement in accordance with applicable collective bargaining agreement. In order to receive reimbursement, the following steps must be followed:
 - 4.1. The employee must provide proof to supervisor that the shoes were purchased from the preferred vendor list.
 - 4.2. The employee must provide original receipt for the supervisor to sign.
- 5. Replacement of Safety Shoes
 - 5.1. Protective footwear that is lost, misplaced, or for any reason unavailable after reimbursement, shall be replaced by the employee. Exceptions may be granted on a case-by-case basis. Such safety shoes must meet the standards set forth by this procedure.
- 6. Safety shoes are considered Personal Protective Equipment (PPE).
 - 6.1. Employees are responsible for the care of his or her shoes and if reimbursement was received, are required to wear their safety shoes while on duty.
 - 6.2. Safety shoes will not be worn off duty. Employees shall use their assigned lockers for storage of safety shoes and other PPE

University of California, Irvine
Facilities Management Guidelines
Revised March 2004.

APPENDIX E

501 Steps
October 1, 2008

TC	Title	2% Steps					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8100	Irrigation Mech, Asst Supv	\$52,072	\$53,138	\$54,228	\$55,340	\$56,474	\$57,614
8101	Irrigation Mechanic, Lead	\$50,625	\$51,662	\$52,722	\$53,802	\$54,905	\$56,013
8102	Irrigation Mechanic	\$48,214	\$49,202	\$50,211	\$51,240	\$52,291	\$53,346
8103	Painter, Asst Supv	\$51,056	\$52,102	\$53,170	\$54,261	\$55,372	\$56,493
8105	Painter, Lead	\$49,638	\$50,655	\$51,693	\$52,754	\$53,834	\$54,923
8106	Painter	\$47,274	\$48,243	\$49,231	\$50,241	\$51,271	\$52,308
8109	Carpenter, Lead	\$53,946	\$55,052	\$56,180	\$57,332	\$58,507	\$59,687
8110	Carpenter	\$51,377	\$52,430	\$53,505	\$54,602	\$55,721	\$56,845
8112	Carpenter, Asst Supv	\$55,487	\$56,625	\$57,785	\$58,970	\$60,178	\$61,392
8121	Maint Mechanic, Asst Supv	\$50,000	\$51,025	\$52,072	\$53,138	\$54,228	\$55,340
8122	Maint Mechanic, Lead	\$48,611	\$49,608	\$50,625	\$51,662	\$52,722	\$53,802
8123	Maintenance Mechanic	\$46,296	\$47,246	\$48,214	\$49,202	\$50,211	\$51,240
8125	Sheetmetal Worker, Lead	\$53,548	\$54,645	\$55,766	\$56,910	\$58,076	\$59,250
8126	Sheetmetal Worker	\$50,998	\$52,043	\$53,111	\$54,200	\$55,311	\$56,429
8128	Sheetmetal, Asst Supv	\$55,078	\$56,207	\$57,360	\$58,536	\$59,735	\$60,943
8137	Electrician, Lead	\$54,058	\$55,166	\$56,298	\$57,452	\$58,630	\$59,812
8138	Electrician	\$51,484	\$52,539	\$53,617	\$54,716	\$55,838	\$56,964
8140	Electrician, Asst Supv	\$55,602	\$56,742	\$57,906	\$59,093	\$60,305	\$61,521
8154	High Voltage Electrician	\$56,637	\$57,788	\$58,976	\$60,188	\$61,424	\$62,660
8168	HVAC Mechanic, Asst Supv	\$58,170	\$59,362	\$60,580	\$61,821	\$63,089	\$64,363
8175	Physical Plant Specialist	\$55,564	\$56,703	\$57,866	\$59,052	\$60,263	\$61,479
8179	Mason	\$48,611	\$49,608	\$50,625	\$51,663	\$52,722	\$53,802
8178	Mason, Lead	\$51,042	\$52,089	\$53,157	\$54,246	\$55,358	\$56,493
8169	Mason, Asst Supv	\$52,500	\$53,576	\$54,674	\$55,795	\$56,939	\$58,106
8184	HVAC Mechanic, Lead	\$56,554	\$57,713	\$58,897	\$60,104	\$61,336	\$62,575
8185	HVAC Mechanic	\$53,861	\$54,965	\$56,092	\$57,242	\$58,415	\$59,595
8235	Steam Oper Engr, Lead	\$58,342	\$59,539	\$60,759	\$62,004	\$63,276	\$64,553
8242	Steam Oper Engr, Asst Supv	\$60,009	\$61,240	\$62,495	\$63,776	\$65,084	\$66,397
8243	Steam Oper Engr	\$55,564	\$56,703	\$57,866	\$59,052	\$60,263	\$61,479
8257	Plumber, Lead	\$54,906	\$56,033	\$57,181	\$58,353	\$59,549	\$60,751
8258	Plumber	\$52,292	\$53,364	\$54,458	\$55,574	\$56,714	\$57,858
8260	Plumber, Asst Supv	\$56,475	\$57,634	\$58,815	\$60,020	\$61,251	\$62,486
8262	Locksmith, Asst Supv	\$53,325	\$54,419	\$55,534	\$56,673	\$57,834	\$59,001
8265	Locksmith, Lead	\$51,844	\$52,907	\$53,991	\$55,098	\$56,228	\$57,362
8266	Locksmith	\$49,375	\$50,388	\$51,420	\$52,475	\$53,550	\$54,631
9444	Bldg Automation Controls Tech	\$56,552	\$57,715	\$58,891	\$60,103	\$61,339	\$62,576
9445	Fire & Security Sys Tech	\$55,570	\$56,709	\$57,861	\$59,049	\$60,261	\$61,485
9446	Fire & Security Sys, Asst Supv	\$60,006	\$61,242	\$62,491	\$63,775	\$65,084	\$66,393
9448	Stationary Eng Instr Controls Tech	\$58,346	\$59,533	\$60,758	\$62,006	\$63,279	\$64,551

APPENDIX F

**501 Steps
April 1, 2009**

TC	Title	2% Steps					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8100	Irrigation Mech, Asst Supv	\$52,593	\$53,669	\$54,770	\$55,893	\$57,039	\$58,190
8101	Irrigation Mechanic, Lead	\$51,131	\$52,179	\$53,249	\$54,340	\$55,454	\$56,573
8102	Irrigation Mechanic	\$48,696	\$49,694	\$50,713	\$51,752	\$52,814	\$53,879
8103	Painter, Asst Supv	\$51,567	\$52,623	\$53,702	\$54,804	\$55,926	\$57,058
8105	Painter, Lead	\$50,134	\$51,162	\$52,210	\$53,282	\$54,372	\$55,472
8106	Painter	\$47,747	\$48,725	\$49,723	\$50,743	\$51,784	\$52,831
8109	Carpenter, Lead	\$54,485	\$55,603	\$56,742	\$57,905	\$59,092	\$60,284
8110	Carpenter	\$51,891	\$52,954	\$54,040	\$55,148	\$56,278	\$57,413
8112	Carpenter, Asst Supv	\$56,042	\$57,191	\$58,363	\$59,560	\$60,780	\$62,006
8121	Maint Mechanic, Asst Supv	\$50,500	\$51,535	\$52,593	\$53,669	\$54,770	\$55,893
8122	Maint Mechanic, Lead	\$49,097	\$50,104	\$51,131	\$52,179	\$53,249	\$54,340
8123	Maintenance Mechanic	\$46,759	\$47,718	\$48,696	\$49,694	\$50,713	\$51,752
8125	Sheetmetal Worker, Lead	\$54,083	\$55,191	\$56,324	\$57,479	\$58,657	\$59,843
8126	Sheetmetal Worker	\$51,508	\$52,563	\$53,642	\$54,742	\$55,864	\$56,993
8128	Sheetmetal, Asst Supv	\$55,629	\$56,769	\$57,934	\$59,121	\$60,332	\$61,552
8137	Electrician, Lead	\$54,599	\$55,718	\$56,861	\$58,027	\$59,216	\$60,410
8138	Electrician	\$51,999	\$53,064	\$54,153	\$55,263	\$56,396	\$57,534
8140	Electrician, Asst Supv	\$56,158	\$57,309	\$58,485	\$59,684	\$60,908	\$62,136
8154	High Voltage Electrician	\$57,203	\$58,366	\$59,566	\$60,790	\$62,038	\$63,287
8168	HVAC Mechanic, Asst Supv	\$58,752	\$59,956	\$61,186	\$62,439	\$63,720	\$65,007
8175	Physical Plant Specialist	\$56,120	\$57,270	\$58,445	\$59,643	\$60,866	\$62,094
8179	Mason	\$49,097	\$50,104	\$51,131	\$52,180	\$53,249	\$54,340
8178	Mason, Lead	\$51,552	\$52,610	\$53,689	\$54,788	\$55,912	\$57,058
8169	Mason, Asst Supv	\$53,025	\$54,112	\$55,221	\$56,353	\$57,508	\$58,687
8184	HVAC Mechanic, Lead	\$57,120	\$58,290	\$59,486	\$60,705	\$61,949	\$63,201
8185	HVAC Mechanic	\$54,400	\$55,515	\$56,653	\$57,814	\$58,999	\$60,191
8235	Steam Oper Engr, Lead	\$58,925	\$60,134	\$61,367	\$62,624	\$63,909	\$65,199
8242	Steam Oper Engr, Asst Supv	\$60,609	\$61,852	\$63,120	\$64,414	\$65,735	\$67,061
8243	Steam Oper Engr	\$56,120	\$57,270	\$58,445	\$59,643	\$60,866	\$62,094
8257	Plumber, Lead	\$55,455	\$56,593	\$57,753	\$58,937	\$60,144	\$61,359
8258	Plumber	\$52,815	\$53,898	\$55,003	\$56,130	\$57,281	\$58,437
8260	Plumber, Asst Supv	\$57,040	\$58,210	\$59,403	\$60,620	\$61,864	\$63,111
8262	Locksmith, Asst Supv	\$53,858	\$54,963	\$56,089	\$57,240	\$58,412	\$59,591
8265	Locksmith, Lead	\$52,362	\$53,436	\$54,531	\$55,649	\$56,790	\$57,936
8266	Locksmith	\$49,869	\$50,892	\$51,934	\$53,000	\$54,086	\$55,177
9444	Bldg Automation Controls Tech	\$57,118	\$58,292	\$59,480	\$60,704	\$61,952	\$63,202
9445	Fire & Security Sys Tech	\$56,126	\$57,276	\$58,440	\$59,639	\$60,864	\$62,100
9446	Fire & Security Sys, Asst Supv	\$60,606	\$61,854	\$63,116	\$64,413	\$65,736	\$67,057
9448	Stationary Eng Instr Controls Tech	\$58,929	\$60,128	\$61,366	\$62,626	\$63,912	\$65,197

APPENDIX G

501 Steps
October 1, 2009

TC	Title	2% Steps					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8100	Irrigation Mech, Asst Supv	\$53,119	\$54,206	\$55,318	\$56,452	\$57,609	\$58,772
8101	Irrigation Mechanic, Lead	\$51,642	\$52,701	\$53,781	\$54,883	\$56,009	\$57,139
8102	Irrigation Mechanic	\$49,183	\$50,191	\$51,220	\$52,270	\$53,342	\$54,418
8103	Painter, Asst Supv	\$52,083	\$53,149	\$54,239	\$55,352	\$56,485	\$57,629
8105	Painter, Lead	\$50,635	\$51,674	\$52,732	\$53,815	\$54,916	\$56,027
8106	Painter	\$48,224	\$49,212	\$50,220	\$51,250	\$52,302	\$53,359
8109	Carpenter, Lead	\$55,030	\$56,159	\$57,309	\$58,484	\$59,683	\$60,887
8110	Carpenter	\$52,410	\$53,484	\$54,580	\$55,699	\$56,841	\$57,987
8112	Carpenter, Asst Supv	\$56,602	\$57,763	\$58,947	\$60,156	\$61,388	\$62,626
8121	Maint Mechanic, Asst Supv	\$51,005	\$52,050	\$53,119	\$54,206	\$55,318	\$56,452
8122	Maint Mechanic, Lead	\$49,588	\$50,605	\$51,642	\$52,701	\$53,781	\$54,883
8123	Maintenance Mechanic	\$47,227	\$48,195	\$49,183	\$50,191	\$51,220	\$52,270
8125	Sheetmetal Worker, Lead	\$54,624	\$55,743	\$56,887	\$58,054	\$59,244	\$60,441
8126	Sheetmetal Worker	\$52,023	\$53,089	\$54,178	\$55,289	\$56,423	\$57,563
8128	Sheetmetal, Asst Supv	\$56,185	\$57,337	\$58,513	\$59,712	\$60,935	\$62,168
8137	Electrician, Lead	\$55,145	\$56,275	\$57,430	\$58,607	\$59,808	\$61,014
8138	Electrician	\$52,519	\$53,595	\$54,695	\$55,816	\$56,960	\$58,109
8140	Electrician, Asst Supv	\$56,720	\$57,882	\$59,070	\$60,281	\$61,517	\$62,757
8154	High Voltage Electrician	\$57,775	\$58,950	\$60,162	\$61,398	\$62,658	\$63,920
8168	HVAC Mechanic, Asst Supv	\$59,340	\$60,556	\$61,798	\$63,063	\$64,357	\$65,657
8175	Physical Plant Specialist	\$56,681	\$57,843	\$59,029	\$60,239	\$61,475	\$62,715
8179	Mason	\$49,588	\$50,605	\$51,642	\$52,702	\$53,781	\$54,883
8178	Mason, Lead	\$52,068	\$53,136	\$54,226	\$55,336	\$56,471	\$57,629
8169	Mason, Asst Supv	\$53,555	\$54,653	\$55,773	\$56,917	\$58,083	\$59,274
8184	HVAC Mechanic, Lead	\$57,691	\$58,873	\$60,081	\$61,312	\$62,568	\$63,833
8185	HVAC Mechanic	\$54,944	\$56,070	\$57,220	\$58,392	\$59,589	\$60,793
8235	Steam Oper Engr, Lead	\$59,514	\$60,735	\$61,981	\$63,250	\$64,548	\$65,851
8242	Steam Oper Engr, Asst Supv	\$61,215	\$62,471	\$63,751	\$65,058	\$66,392	\$67,732
8243	Steam Oper Engr	\$56,681	\$57,843	\$59,029	\$60,239	\$61,475	\$62,715
8257	Plumber, Lead	\$56,010	\$57,159	\$58,331	\$59,526	\$60,745	\$61,973
8258	Plumber	\$53,343	\$54,437	\$55,553	\$56,691	\$57,854	\$59,021
8260	Plumber, Asst Supv	\$57,610	\$58,792	\$59,997	\$61,226	\$62,483	\$63,742
8262	Locksmith, Asst Supv	\$54,397	\$55,513	\$56,650	\$57,812	\$58,996	\$60,187
8265	Locksmith, Lead	\$52,886	\$53,970	\$55,076	\$56,205	\$57,358	\$58,515
8266	Locksmith	\$50,368	\$51,401	\$52,453	\$53,530	\$54,627	\$55,729
9444	Bldg Automation Controls Tech	\$57,689	\$58,875	\$60,075	\$61,311	\$62,572	\$63,834
9445	Fire & Security Sys Tech	\$56,687	\$57,849	\$59,024	\$60,235	\$61,473	\$62,721
9446	Fire & Security Sys, Asst Supv	\$61,212	\$62,473	\$63,747	\$65,057	\$66,393	\$67,728
9448	Stationary Eng Instr Controls Tech	\$59,518	\$60,729	\$61,980	\$63,252	\$64,551	\$65,849

INDEX

<u>Subject</u>	<u>Page</u>
Access, Union	47
Agency Fee	49
Alternate Work Schedules	5
Arbitration Procedure	41
Benefits	52
Bereavement Leave	14
Bulletin Boards	48
Call-Back Time	8
Campus Review Meeting	40
Clean-Up/Pick-Up Time	7
Career Employees	3
Compensation for Holiday Work	14
Compensation for Overtime	7
Compensatory Time Off	9
Concerted Activities	51
Death Payments	46
Demotion	33
Discipline and Dismissal	33
Discipline and Dismissal, Relation to Grievance Procedure	35
Dues Deductions	49
Duration of Agreement	2
Emergency	5
Emergency National Guard Leave	21
Execution of Agreement - Appendix A	59
Extended Sick Leave	20
Family Care and Medical Leave	27
Grievance Procedure	39
Grievance Procedure, Relation to Discipline/Dismissal	35
Holiday Pay for Full-Time Limited and Part-Time Employees	12
Holidays, Alternate Full-Time Schedule	14
Holidays, Compensation for Holiday Work	14
Holidays, Eligibility for Holiday Pay	12
Holidays Observed	13
Holidays on Saturday and Sunday	14
Holidays, Special or Religious	14
Hours of Work	4
Informal Review	39
Insurance Benefits	52
Investigatory Leave	34
Job Abandonment, Resignation	57
Jury Duty	32
Labor-Management Relations	47
Lateral Transfer	10
Layoff	35
Leave for Work-Incurred Disability	33

Leaves of Absence	24
Leaves of Absence for Union Functions	48
Limited Employees, Appointments	4
Lockouts	51
Maintenance of Critical Services	51
Management Rights	2
Meal Periods	7
Medical Separation	45
Memorandum of Negotiators - Appendix B	60
Mileage Reimbursement	44
Military Leave	21
Military Leave, Extended	22
Military Leave for Emergency National Guard Duty	23
Military Leave for Physical Examination	24
Nondiscrimination in Employment	3
No Strike	51
Notice of Intent of Discipline and Dismissal	34
Notice of Intent, Response	34
Notice of Layoff	36
On-Call	9
Order of Layoff	36
Out-Of-Class Assignment	10
Overtime	7
Overtime Scheduling	7
Parental Leave	26
Parking	44
Performance Evaluation	9
Personal Leave	25
Personnel Files	55
Posting of Work Schedules	5
Preference for Reemployment or Transfer	36
Pregnancy Disability Leave	26
Private Vehicle	44
Probationary Period	3
Promotions	10
Protective Clothing	44
Reasonable Accommodation	56
Recall, Right to	36
Recognition	1
Reduction in Time	35
Reemployment from Indefinite Layoff	36
Reemployment Procedures following Medical Separation	45
Rehabilitation	46
Released Time for Meet and Confer	46
Reporting Time	7
Resignation & Job Abandonment	57
Rest Periods	7
Retirement Benefits	52
Safety	43
Safety Committee	43

Safety Equipment	44
Seniority, Layoff and Reemployment	36
Seniority, Vacation Scheduling	17
Severability	50
Shift Differential	54
Shifts	5
Shifts, Trading	6
Sick Leave, Extended	20
Sick Leave - Factored Leave Accruals - Accrual Rates	17
Sick Leave - Factored Leave Accruals - Eligibility	17
Standard Work Schedule	4
Step Structure	67
Stewards, Union	46
Strikes	51
Subcontracting	38
Titles in Unit	1
Training and Development	11
Transfers	10
Uniforms	44
Union Access	47
Union Functions, Leaves of Absence for	48
Union Recognition	1
Union Stewards	46
Unit Work	38
Use of University Facilities	47
Vacation	16
Vacation - Factored Leave Accruals - Eligibility	17
Vacation - Factored Leave Accruals - Scheduling	18
Vacation - Factored Leave Accruals - Waiting Period	17
Wages	54
Waiver	51
Warning Letters, Destruction of	35
Witness Pay	33
Work-Incurred Injury or Illness	19
Work Schedule - Standard, Posting, Changes	4
Work Week	4
Written Warning	35