

University of California, Office of the President

Contract Appointment

**EMPLOYMENT AGREEMENT
For a NON-EXEMPT
Professional and Support Staff (PSS) Position**

This agreement is entered into on _____ [date] by and between The Regents of the University of California (hereinafter "University" or "management") and _____ [name]. This agreement sets forth all terms and conditions of employment commencing the appointment of _____ [name] (hereinafter "you" or the "appointee") to the position of _____, title code _____.

A. TERM OF APPOINTMENT

This appointment is to have a fixed term beginning on _____ [date] and terminating on _____ [date]. Your appointment will terminate automatically on the termination date unless the appointment is extended prior to the termination date in writing signed by both parties. If the contract is extended it will terminate automatically upon the expiration date unless terminated earlier at the will of either you or the University. In addition, your appointment may be terminated at any time by you or the University, with or without notice, and with or without cause, in a writing served on the other party. Although other terms and conditions can be changed from time to time by the parties, the at-will status of this agreement cannot be changed, amended, or altered.

B. DUTIES AND RESPONSIBILITIES

Your duties and responsibilities shall be those set forth in the job description annexed hereto and incorporated in this agreement. Additional duties may be assigned to you and the job description may be modified from time to time by management in order to accommodate changing circumstances and needs. Your duties and responsibilities shall be conducted in accordance with the University's policies, procedures, and rules as established by management. You agree to perform all the duties set forth in your job description as well as those assigned by management.

C. HOURS OF WORK

This appointment is at _____ percent of full time. Your normal workday shall be from _____ to _____, and the normal workweek shall be from _____ to _____. As required by the University, you shall schedule hours to accommodate operational needs. As a non-exempt employee, you will receive overtime compensation or compensatory time off at the discretion of management for time worked beyond a 40-hour workweek. Time worked beyond the normal schedule is not compensable unless authorized.

D. COMPENSATION AND BENEFITS

1. Salary

This position is assigned to a payroll title of _____, and salary grade _____ (if applicable). The salary for this position is _____ per month. Changes in your salary shall be [in accordance with UC Personnel Policies for Staff Members, Policy 30, Salary, OR only by written amendment to this contract signed by both parties.]

2. Benefits

You shall be eligible for University health and welfare benefits in accordance with the benefits eligibility requirements of the University of California Employee Benefits Program and Retirement System regulations.

E. APPLICATION OF PERSONNEL POLICIES FOR STAFF MEMBERS

1. Policies Applicable to All Non-Exempt Professional and Support Staff Contract Appointments

The *Personnel Policies for Staff Members* listed below are incorporated into this agreement. NOTE: These policies are subject to change at any time

Policy 1 General Provisions
Policy 3 Types of Appointment
Policy 12 Nondiscrimination in Employment
Policy 21 Appointment (Sections E, F, and G only)
Policy 30 Salary
Policy 31 Hours of Work (Section B)
Policy 32 Overtime
Policy 33 Shift and Weekend Differential
Policy 34 Incentive Awards (if eligibility criteria are met)
Policy 35 Protective Clothing, Equipment, and Uniforms (if applicable)
Policy 40 Holidays (if eligibility criteria are met)
Policy 41 Vacation (if eligibility criteria are met)
Policy 42 Sick Leave (if eligibility criteria are met)
Policy 43 Leave of Absence (Sections A, B, C, E and G only)
Policy 44 Work-Incurred Injury or Illness (Sections A, B, D, E, and F only)
Policy 45 Military Leave
Policy 46.C.... Administrative Leave
Policy 70 Complaint Resolution (Discrimination Complaints only)
Policy 80 Staff Personnel Records
Policy 81 Reasonable Accommodation (Sections A and B only)
Policy 82 Conflict of Interest
Policy 83 Death Payments (if eligibility criteria is met)

3. In addition, current and/or amended Presidential policies regarding *Reporting Improper Governmental Activities and Protection Against Retaliation for Reporting Improper Activities*, the *Policy on Substance Abuse*, the University's Patent Agreement policy and Electronic Mail policy, as well as other policies of general application which the University may promulgate from time to time, shall apply.

4. No other provisions of *Personnel Policies for Staff Members* shall apply.

F. REIMBURSEMENT OF EXPENSES INCURRED BY STAFF MEMBER

With prior University approval, you shall be entitled to reimbursement of expenses (including travel expenses) incurred by you on behalf of the University in the performance of your duties. Reimbursement

shall be in accordance with University policies on travel and expense reimbursement. These policies may be amended by the University at any time.

G. TERMINATION AND RENEWAL OF APPOINTMENT

The appointment will terminate automatically on the termination date specified in this contract unless, prior to the termination date, the appointment is extended and the contract is renewed. In addition, an appointment, whether for a definite or indefinite term, may be terminated at any time by either party, with or without cause, by serving written notice on the other party. Termination is not reviewable under Staff Policy 70, Complaint Resolution.

H. GENERAL PROVISIONS

This contract constitutes the entire agreement between the parties and supersedes any other agreements written or oral. The terms of this agreement may be modified only by subsequent written agreement signed by both parties. In the event that any part of this agreement is declared or rendered invalid by court decision or statute, the remaining provisions of the agreement shall remain in full force and effect. California law shall govern the interpretation and construction of this agreement.

J. This employment contract is not effective until the appointee has completed all University payroll/personnel processing necessary to become a University contract employee.

Signatures:

Appointee: _____ Date: _____

Supervisor: _____ Date: _____

UCOP Human Resources: _____ Date: _____