

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF CALIFORNIA, SAN DIEGO

AND

STATE EMPLOYEES' TRADES COUNCIL

SETC-UNITED



MARCH 9, 2005

THROUGH

SEPTEMBER 30, 2008

TABLE OF CONTENTS

ARTICLES	PAGE
1. RECOGNITION	1
2. OUT OF CLASSIFICATION ASSIGNMENT	2
3. MANAGEMENT RIGHTS	3
4. NONDISCRIMINATION IN EMPLOYMENT	5
5. PROBATIONARY PERIOD.....	6
6. POSITIONS & APPOINTMENTS	7
7. HOURS OF WORK.....	9
8. OVERTIME.....	12
9. PERFORMANCE EVALUATION	16
10. PROMOTIONS/TRANSFERS.....	17
11. HOLIDAYS	20
12. SICK LEAVE	25
13. VACATION.....	30
14. MILITARY LEAVE.....	38
15. LEAVES OF ABSENCE.....	47
16. DISCIPLINE AND DISMISSAL	68
17. LAYOFF AND REDUCTION IN TIME	73
18. UNIT WORK.....	80
19. SUBCONTRACTING	81
20. GRIEVANCE PROCEDURE.....	82
21. ARBITRATION PROCEDURE.....	87
22. HEALTH & SAFETY	91
23. SAFETY COMMITTEE.....	93
24. PROTECTIVE CLOTHING.....	94
25. UNIFORMS.....	95
26. PARKING.....	96
27. MILEAGE REIMBURSEMENT	97
28. MEDICAL SEPARATION	98
29. WORKED INCURRED INJURY OR ILLNESS.....	101
30. REHABILITATION/REASONABLE ACCOMMODATION	103
31. UNION STEWARDS	105
32. LABOR-MANAGEMENT RELATIONS.....	106
33. UNION ACCESS & RIGHTS	107
34. DUES DEDUCTIONS - UNION SECURITY	111
35. PERSONNEL FILES.....	114
36. TRAINING & DEVELOPMENT.....	116
37. NO STRIKE/NO LOCKOUTS.....	118
38. DEATH PAYMENTS	120
39. INSURANCE AND RETIREMENT BENEFITS	121
40. SHIFT DIFFERENTIAL	122
41. APPRENTICESHIP PROGRAM.....	123
42. WAGES	124
43. SEVERABILITY.....	128
44. WAIVER	129
45. DURATION.....	130

APPENDIX

- i. EXECUTION OF AGREEMENT
- ii. SKILLED CRAFT PAY RATES
- iii. MEMORANDUM OF NEGOTIATIONS:
- iv. BULLETIN BOARDS
- v. JOINT APPRENTICESHIP AND TRAINING COMMITTEE

ALPHABETICAL TABLE OF CONTENTS

ARTICLES	PAGE
41. APPRENTICESHIP PROGRAM.....	123
21. ARBITRATION PROCEDURE.....	87
38. DEATH PAYMENTS	120
16. DISCIPLINE AND DISMISSAL	68
34. DUES DEDUCTIONS - UNION SECURITY.....	111
45. DURATION.....	130
20. GRIEVANCE PROCEDURE.....	82
22. HEALTH and SAFETY.....	91
11. HOLIDAYS	20
7. HOURS OF WORK.....	9
39. INSURANCE AND RETIREMENT BENEFITS	121
32. LABOR-MANAGEMENT RELATIONS.....	106
17. LAYOFF AND REDUCTION IN TIME	73
15. LEAVES OF ABSENCE.....	47
3. MANAGEMENT RIGHTS	3
28. MEDICAL SEPARATION	98
27. MILEAGE REIMBURSEMENT	97
14. MILITARY LEAVE.....	38
37. NO STRIKE/NO LOCKOUTS.....	118
4. NONDISCRIMINATION IN EMPLOYMENT	5
2. OUT OF CLASSIFICATION ASSIGNMENT	2
8. OVERTIME.....	12
26. PARKING.....	96
9. PERFORMANCE EVALUATION	16
35. PERSONNEL FILES.....	114
6. POSITIONS & APPOINTMENTS	7
5. PROBATIONARY PERIOD.....	6
10. PROMOTIONS/TRANSFERS.....	17
24. PROTECTIVE CLOTHING.....	95
1. RECOGNITION	1
30. REHABILITATION/REASONABLE ACCOMMODATION	103
23. SAFETY COMMITTEE.....	93
43. SEVERABILITY.....	128
40. SHIFT DIFFERENTIAL	122
12. SICK LEAVE	25
19. SUBCONTRACTING.....	81
36. TRAINING & DEVELOPMENT.....	116
25. UNIFORMS.....	95
33. UNION ACCESS & RIGHTS	107
31. UNION STEWARDS	105
18. UNIT WORK.....	80
13. VACATION.....	30
42. WAGES	124
44. WAIVER	129
29. WORKED INCURRED INJURY OR ILLNESS.....	101
APPENDIX	
i. EXECUTION OF AGREEMENT	
ii. SKILLED CRAFT PAY RATES	
iii. MEMORANDUM OF NEGOTIATIONS	
iv. BULLETIN BOARD LOCATIONS	
v. JOINT APPRENTICESHIP AND TRAINING COMMITTEE	

Article 1

RECOGNITION

A. This Agreement, effective March 9, 2005, is entered into between The Regents of the University of California, a corporation, referred to hereinafter as the "University," and State Employees' Trades Council, SETC-UNITED, referred to hereinafter as the "Union." The University recognizes the State Employees' Trades Council, SETC-UNITED, which was certified by the Public Employment Relations Board (PERB) on October 6, 2003, as the exclusive bargaining agent for matters within the scope of representation for the following classifications of UCSD employees, excluding those classes and/or employees designated as managerial, supervisory and confidential (as defined in HEERA).

<u>TITLE CODE</u>	<u>JOB TITLE</u>
8105	Lead Painter
8106	Painter
8109	Lead Carpenter
8110	Carpenter
8122	Lead Maintenance Mechanic
8123	Maintenance Mechanic
8125	Lead Sheetmetal Workerr
8126	Sheetmetal Worker
8137	Lead Electrician
8138	Electrician
8188	Elevator Mechanic
8189	Lead Elevator Mechanic
8230	Lead Systems Operator
8231	Systems Operator
8257	Lead Plumber
8258	Plumber
8265	Lead Locksmith
8266	Locksmith
8275	Lead Central Utilities Plant Operator
8274	Central Utilities Plant Operator

Article 2

OUT OF CLASSIFICATION ASSIGNMENT

- A. The University may temporarily assign an employee to a position in a class different from that of his/her normal appointment. An employee who is temporarily assigned to perform all the duties on a full-time basis of a position in a higher classification for a period of fifteen (15) consecutive working days or more shall be paid at the rate of the higher class, for all hours worked in the out of classification assignment.

- B. An employee who is temporarily assigned to perform the duties of a position in a class with the same or lower salary rate than the employee's regular appointment shall continue to receive the employee's regular rate of pay.

Article 3

MANAGEMENT RIGHTS

- A. The University, unless expressly limited by the Agreement retains solely and exclusively all rights, functions, powers, and authority to manage the operations of the University and to direct the work force including but not limited to the right to: establish the University's missions, programs, objectives, activities and priorities; plan, direct and control the use of resources, to achieve the University's missions, programs, objectives, activities and priorities; develop implement, and administer affirmative action programs; establish, modify and administer procedures, rules and regulations (subject to side letter on Policy and Procedure) and determine the methods and means by which operations are to be carried on, introduce new or improved methods, programs, equipment or facilities or change or eliminate existing methods, programs, equipment or facilities; determine the location or relocation, reorganization, or discontinuance of operations, determine where employees shall work; determine and modify job classifications and job descriptions; assign work, schedule days and hours of work including overtime; establish the size, composition and qualifications of the work force; recruit, hire, assign, direct, develop, promote, transfer, demote or layoff casual, career, or probationary employees; establish, modify and enforce standards of performance, conduct and safety for employees; maintain safety in its operations; and grant and determine the basis for special awards.
- B. The above enumeration of management rights is not all-inclusive and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not exercise rights retained by the University. The non-exercise of a right by management shall not be construed to mean any right is waived.

- C. No action taken by the University with respect to the above-enumerated rights shall be subject to the Grievance or Arbitration Procedures of this Agreement or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.
- D. While the above-enumerated rights shall not be subject to meeting and conferring during the term of this Agreement or any extension thereof, the University agrees to meet upon request with the Union to discuss the exercise of these rights so that the University may consider the Union's information and views.

Article 4

NONDISCRIMINATION IN EMPLOYMENT

Within the limits imposed by law or University regulations, the University, in the application of the provisions of this Agreement, shall not discriminate against employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental disability, medical condition (cancer related or genetic characteristics), status as a covered veteran (special disabled veteran, Vietnam era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized), age, or citizenship.

Complaints 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.

Article 5

PROBATIONARY PERIOD

All new career employees shall serve a probationary period of six (6) calendar months of continuous service at one-half 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. Prior to the completion of the probationary period, an employee may be released at the discretion of the University and without recourse to the Grievance or Arbitration Procedure(s) of this Agreement.

The probationary period is completed on the first of the month following six months of continuous service at one-half time or more without a break in service.

Article 6

POSITIONS & APPOINTMENTS

A. Career Appointments

1. Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time, and are expected to continue for one (1) year or longer.

B. Limited Appointments

1. Limited Appointments are established at any percentage of time, fixed or variable, and are not expected to continue for more than one thousand (1,000) hours in a twelve (12) month period.
2. Limited appointees shall not normally be hired instead of career employees.
3. Except as provided in Section 3 below, in the event that an employee with a limited appointment attains 1,000 hours of qualifying service within a 12-month period, without a break in service of at least 120 consecutive calendar days, the incumbent shall convert to career status of at least 50% time upon reaching the 1,000 hour threshold.
 - a. Qualifying service includes all time on pay status in one or more limited appointments. Pay status shall not include on-call or overtime hours.
 - b. Such conversion to career status shall be effective on the first day of the month following attainment of 1,000 hours of qualifying service.

- c. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1,000-hours of qualifying service.
 - d. Employees who have been converted to career appointments shall serve a probationary period in accordance with the provisions of Article 5, Probationary Period.
3. Conversion to career status, as provided in Section 2, above, shall not occur when:
- a. the employee is hired as a replacement for another person who is on an extended leave;
or
 - b. the position into which the employee is hired is not an “ongoing” position, in that the position is established and funded for less than a year at any percent of time; or
 - c. the funding for the position is “one time” funding, of 18 months or less; or
 - d. the employee was hired specifically to work on a short-term project lasting no more than 1 year.
4. Employees in limited appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to Article 20, Grievance Procedure or Article 21, Arbitration Procedure of this Agreement.

Article 7

HOURS OF WORK

A. Work Schedule

1. The workweek for employees shall be from 12:01 a.m. Monday morning to 11:59 p.m. the following Sunday. Workweeks beginning and ending on a day other than the above may be scheduled by the University.
2. The standard work schedule for full time employees shall be forty (40) hours per workweek, normally scheduled in shifts of either eight (8) or ten (10) hours, excluding a meal period, except for employees in continuous operations whose workweek may be altered to accommodate regular rotation changes in shifts.

B. Meal Periods

1. Employees shall be permitted to take a meal period not to exceed thirty (30) minutes scheduled at or near the middle of the shift. Such meal period shall not count as time worked nor time on pay status.
2. An employee who is required to return to work during a scheduled meal period and whose meal period is not rescheduled shall be paid for the meal period.
3. An employee required to stand watch and remain on the job at their work station for their full shift period shall be permitted to take a meal period, not to exceed thirty (30) minutes, when and as their duties permit. Such meal period shall be counted as time worked.

4. An employee, except a watch stander, who works a period of six (6) continuous hours or more from the last scheduled meal period, shall be permitted to take a meal period not to exceed thirty (30) minutes, if conditions permit.

5. The University agrees to reimburse employees who are traveling on official University business for meals, under the same terms and conditions as provided to non-represented staff employees who are not managerial, supervisory or confidential.

C. Notice of Work Schedule

All work schedules showing employees' work shifts shall be prepared in written form and normally posted ninety (90) days in advance of the scheduled shift. Employees shall be notified of changes in work schedules at least five (5) working days in advance except for emergencies and/or to meet unusual operational requirements.

D. Rest Periods

1. A rest period not to exceed fifteen (15) minutes may be granted to employees for each half shift worked. Rest periods should, when possible, be taken at or near the midpoint of the shift.

2. The rest period shall not be taken at the beginning or end of a work period or combined with a meal period. Rest periods not granted or granted and not used shall not be accumulated. Rest periods shall be granted unless operational necessity requires that they be denied.

E. Clean Up Time

1. Employees shall be permitted a fifteen (15) minute clean up period at the end of each work shift, which shall include preparation of time cards where required.

2. A longer clean up period shall be granted when necessary upon the approval of the designated supervisor to employees whose job involves an excessive contact with dirty or greasy tools, objects, or equipment.

F. Call Back Time

1. Call-back refers only to those instances when an employee is ordered back to work without prior notice or in those instances when prior notice is given but the work begins at least three (3) hours after the completion of the regular work schedule.
2. An employee who is called back shall receive credit for a minimum of four (4) hours compensation at the employee's straight time rate of pay.

G. On-Call

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 restrict activities and be available for return to work. An employee placed on-call shall be compensated at twenty-five (25) percent of their hourly rate for each hour on call. If called to work, the time actually worked is regular time or overtime as appropriate. An employee in on-call status is not eligible for minimum call-back payments.

H. Trading of Shifts

An employee may trade shifts only upon written request and permission of supervision.

Article 8

OVERTIME

A. Definition

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

Holiday(s), vacation day(s), jury duty or witness leave, and day(s) on compensatory time off shall be included as hours worked for the purpose of determining those hours worked in excess of forty (40) hours in one (1) week.

B. Compensation

All hours worked over forty (40) hours worked in any one (1) week shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. Shift differentials shall be included in the regular hourly rate of pay.

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

No more than one hundred twenty (120) hours of overtime which require compensation at the time and one half rate (that is, 180 hours of compensatory time off) may be accumulated. An employee shall be paid for hours of overtime which exceed this limit.

C. Scheduling Compensatory Time Off

Compensatory time off shall be scheduled by the Department Head and taken within two (2) six (6) month bank periods (January 1-June 30; July 1-December 31). Banked compensatory time off which is not paid or scheduled within the bank period in which it is earned or the banked period following that in which it is earned shall be paid in the next regularly scheduled pay period.

When compensatory time off is taken or paid, it is compensated at the employee's current rate of pay. However, upon separation from employment, compensatory time off accrued at the time and a half rate shall be paid at the employee's current rate of pay or at the employee's average rate of pay for the last three years, whichever is higher.

Employees may request use of compensatory time off; such requests will be granted subject to the operational needs of the University. Use of compensatory time off requires prior approval in accordance with departmental policy. The University may require employees to take compensatory time off.

Any accrued compensatory time off shall be paid to the employee when the employee leaves the bargaining unit, but remains employed by the University.

The compensatory time off provisions of this agreement shall not apply to watch standers.

D. Scheduling of Overtime

As soon as practicable after the University decides the need for overtime or additional work, the University shall notify the employee(s) it selects that overtime must be worked or that the employee must work beyond his/her regularly assigned shift. 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 until relief is available. If an employee is ordered to work planned overtime and if the employee has received less than twenty-four (24) hours advance notice, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for any such hours worked.

E. Distribution of Overtime

1. Overtime shall be assigned based upon the employee's ability to perform the work and operational needs of the University. The University shall post a monthly and year-to-date record of overtime distribution in each shop or work location.

2. Planned Overtime

To the extent possible, in accordance with the provisions of section E.1., planned overtime shall be offered to the most senior employee, then the next most senior and so on, until all employees in the shop or work location have been offered overtime, at which time, the most senior employee is again offered an overtime assignment. For the purpose of this section, seniority shall be based on the employee's time in the classification in a shop or work location.

F. No Pyramiding of Overtime

There shall be no compounding/pyramiding of overtime payments.

G. Time Off Between Shifts

Each Maintenance Systems Operator and Central Utilities Plant Operator shall normally have a minimum of twelve (12) hours off before the start of his/her next regularly scheduled shift. When an

employee has less than twelve (12) hours off between such shifts, e.g., an employee who changes from the day shift to the graveyard shift because the employee is changing from an assigned shift to another assigned shift, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked within the twelve (12) hours between the old and new assigned shift (e.g., an employee who has only seven and one-half (7 1/2) hours off between such shifts shall overtime pay for the first four and one-half (4 1/2) hours of the shift).

G. Overtime Meals

When an employee's regularly assigned shift is extended more than three (3) hours, and that period extends past the employee's regular meal time, he/she shall be reimbursed for actual meal expenses up to a maximum of \$8.00. A person who has been called in to work overtime, or works planned overtime, is not entitled to be paid for a meal, even though this overtime requires him to work past a regular meal time.

Article 9

PERFORMANCE EVALUATION

- A. Performance Evaluation is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of his/her duties. Performance evaluation is not in and of itself a disciplinary procedure.

- B. The performance of each career employee shall be evaluated at least once a year, in accordance with a process established by the University. Performance evaluations shall be placed in the employee's personnel file.

- C. If an employee does not receive an evaluation of performance as provided in the above section, he/she may request that an evaluation be done. Upon request, a performance evaluation shall be provided within thirty (30) calendar days. Time limits may be extended by mutual agreement of the parties. If not provided, there shall be a rebuttable presumption that the employee performed satisfactorily.

- D. Disputes arising from this Article may be reviewed under the Grievance Procedure of this Agreement, Article 20, but shall not be subject to the Arbitration Procedure, Article 21, of this Agreement.

Article 10

PROMOTIONS/TRANSFERS

A. Definitions

1. A “transfer” is the change of an employee from one position to another which is in a classification having the same salary range maximum.
2. A “promotion” is the change of an employee from one position to another position which is in a classification having a higher salary range maximum.
3. A position “vacancy” exists when the University determines that there is an open, active position for which recruitment is to be undertaken.

B. Recruitment

- A. When any vacancy or new career position is available it shall be made known to employees via an electronic recruitment system or other means employed by the University. The University may limit the recruitment to internal applicants.

C. Promotions

Employees desiring to compete for promotional opportunities shall meet the minimum qualifications for the position or classification in which they are interested. The applicant(s) (internal or external) judged to be best qualified for open position(s) will be selected for those positions. In those cases where qualifications are essentially equal, departmental bargaining unit seniority will be the factor for selection provided that affirmative action guidelines have been met.

D. Inter-Departmental Transfers

Employees desiring to compete for lateral transfer opportunities to a position in another department shall meet the minimum qualifications for the position or classification in which they are interested. Employees who meet the minimum qualifications for the position or classification shall be interviewed by the department. The applicant(s) (internal or external) judged to be best qualified for open position(s) will be selected for those positions. In those cases where qualifications are essentially equal, the University shall first consider providing transfer opportunities to qualified career employee applicants, including considering their work performance history and experience.

Among qualified career employee applicants whose qualifications are essentially equal, bargaining unit seniority will be the factor for selection provided that affirmative action guidelines have been met.

E. Intra-Departmental Transfers

If an opening within another area of an employee's current department of assignment is posted, any qualified employee may request a lateral transfer to that area. If an employee requests such a transfer and possesses the skills and other qualifications required, the transfer will be affected.

Any open position, which results from such a transfer, will then be posted. In those cases where qualifications are essentially equal, departmental bargaining unit seniority will be the factor for selection provided that affirmative action guidelines have been met. The above process will be followed until any and all positions have been filled.

F. Interviews

Employees who are scheduled for a job interview for positions at UCSD shall be granted reasonable time off with pay as determined by the University, if the interview has been scheduled during the employee's scheduled work time.

G. Disputes

Disputes arising from this Article may only be reviewed under the Grievance Procedure of this Agreement, Article 20, but shall not be subject to the Arbitration Procedure, Article 21, of this Agreement.

ARTICLE 11

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 and 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 casual 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 CASUAL AND PART-TIME EMPLOYEES						
					Percent of Time on Pay	Hours of Holiday Pay***
144 Hour* Month	152 Hour* Month	160 Hour* Month	168 Hour* Month	176* Hour 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 days shall be granted as holidays:

- Memorial Day
- Independence Day
- Administrative Holiday (to be celebrated as Caesar Chavez Day on the last Friday in March)
- Labor Day
- Thanksgiving
- Day after Thanksgiving (or an announced equivalent)
- Christmas Eve (or an announced equivalent)
- Christmas Day
- New Year's Eve (or an announced equivalent)
- New Year's Day
- Martin Luther King Jr.'s Day
- President's Day (or an announced equivalent)
- Veteran's Day

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

C. Holidays On Saturday And Sunday

When a holiday falls on a Sunday, the following Monday is observed as a holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday unless an alternative day is designated by the President of the University.

D. Compensation for Holiday Work

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

E. 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 holiday pay. Holiday pay is not considered as hours worked for the purpose of determining overtime. If another day off is granted in lieu of holiday pay, such day off will be considered as hours worked in the week in which it is taken, in accordance with Article 8, Overtime, Section A.

F. Special or Religious Holidays

An employee may observe a special or religious holiday, provided work schedules permit and provided that the time off is charged to accrued vacation, accrued overtime, or is without pay.

Article 12

SICK LEAVE

A. Sick leave is provided to continue the salary of career, probationary, limited appointment and part time employees who would otherwise be on pay status but are unable to work because of illness or disability. Sick leave is also provided for medical appointments (which includes dental and vision) and, on a limited basis, in the event of death or illness of a family member.

B. Sick leave accrues each month based on the percent of time or number of hours on pay status during that month. Employees must be on pay status at least one-half the working hours of a month to accrue sick leave credit for that month.

C. Accrual Rate

Sick leave accrues at the rate of eight (8) hours per month for full-time employment.

D. Eligibility

An employee shall accrue full or proportionate sick leave credit for a month in accord with the Sick Leave Credit Table. The following criteria shall apply:

1. An employee must be on pay status at least one-half the working hours of the month to accrue sick leave for that month.

2. Sick leave shall accrue during leave with pay.

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

E. Sick Leave Credit Table

SICK LEAVE CREDIT TABLE					
				Percent of Time on Pay Status	Hours of Sick Leave Earned
160 Hour* Month	168 Hour* Month	176 Hour* Month	184 Hour* Month		
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49	0
80 - 89	84 - 94	88 - 98	92 - 103	50 - 56	4
90 - 109	95 - 115	99 - 120	104 - 126	57 - 68	5
110 - 129	116 - 136	121 - 142	127 - 149	69 - 80	6
130 - 149	137 - 157	143 - 164	150 - 172	81 - 93	7
150 - 160	158 - 168	165 - 176	173 - 184	94 - 100	8

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

F. 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 any leave without pay.
3. Proof of illness or disability may be required from an employee when a pattern of abuse is apparent to the supervisor. When a request for proof of illness or disability is to be made, the supervisor shall seek approval from a designated University manager. The employee involved shall be notified by the appropriate supervisor or manager in writing as soon as practicable of this sick leave restriction/requirement. The notice shall include the duration of the restriction/requirement and the reason(s) for the restriction.
4. The use of accrued sick leave is allowed for pregnancy- related illnesses or disabilities as in the case of other illnesses, but not beyond a predetermined date of separation or leave without pay.
5. In addition to use of sick leave as stated in 4. above, a pregnant employee on approved leave without pay on the date of confinement is entitled to use accrued sick leave beginning on the date of confinement and continuing through the period that she is physically unable to perform the normal duties of her job.

6. An employee shall be permitted to use not more than thirty (30) days of accrued sick leave in any calendar year when required to be in attendance or to provide care, because of the serious illness of the employee's mother, father, husband, wife, son, daughter, brother or sister, or of any other related person who is residing in the employee's household.
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.
8. An employee shall be permitted to use not more than five (5) days of accrued sick leave when that employee's attendance is required due to the death of the employee's mother, mother-in-law, father, father-in-law, husband, wife, son, daughter, brother, sister or grandparents, or any other related person who is residing in the employee's household.
9. An employee who has accrued sick leave but who is presently employed less than one-half time may use accrued sick leave, but not in excess of that employee's present scheduled hours of work for any day.

G. Provisions

Transfer and Reinstatement of Sick Leave. An employee who is transferred, promoted, or demoted from one University position to another University position in which sick leave accrues shall have the sick leave transferred, unless prohibited by the terms and conditions of employment of the position to which transferred. An employee who is transferred, promoted, demoted to a position in which sick leave does not accrue shall not have prior sick leave transferred. However, if the employee later transfers to a position in which sick leave accrues, the previously accrued sick leave shall be reinstated.

- H. 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.
- I. 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.
- J. State of California service is included as University service for the purpose of applying paragraphs H. and I. above.

K. Catastrophic Leave

Employees in this unit are eligible to participate in the University's catastrophic leave program to the same extent possible and under the same conditions as normally provided to non-represented staff employees who are not managerial, supervisory or confidential.

Article 13

VACATION

A. Vacation Credit

Vacation credit for eligible employees is earned each month based on the percent of time or number of hours on pay status for that month 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 month to earn vacation credit for that month.

B. Rate of Earning Vacation

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

1. At the rate of ten (10) hours per month for an employee who has rendered less than ten (10) years of qualifying service;
2. At the rate of twelve (12) hours per month for an employee who has rendered at least ten (10) but less than fifteen (15) years of qualifying service;
3. At the rate of fourteen (14) hours per month for an employee who has rendered at least fifteen (15) but less than twenty (20) years of qualifying service; and
4. At the rate of sixteen (16) hours per month for an employee who has rendered twenty (20) years or more of qualifying service.

C. 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 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.

1. A month of service at one-half time or more is a month of qualifying service. Service prior to January 1, 1972, shall be included in determining length of service, but increased vacation benefits resulting from the change from full-time equivalent service to service at one-half time or more shall apply only to vacation credit earned after January 1, 1972.
2. Payment for service must have been made by the University or the State of California.
3. Time on military leave from the University or the State of California is included.
4. Service need not be continuous.

D. Eligibility to Earn Vacation

An employee appointed at fifty (50) percent 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 (50) percent or more and shall then be credited with vacation for the six (6) month period.

E. 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 (50) percent or more.

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

G. 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.

H. Accrual of Vacation

An employee shall accrue full or proportionate vacation credit for a month, in accordance with the Vacation Credit Tables shown at the end of this Article. The following criteria shall apply:

1. Vacation credit shall accrue during leave with pay.
2. Vacation credit for each month shall accrue at the end of the month, except that an eligible separating employee accrues proportionate vacation through the last day on pay status.
3. A full-time career employee who is on approved leave without pay receives full vacation credit for that month provided the employee is on pay status at least one-half the working hours of the month.

4. Vacation credit shall not accrue for time on pay status in excess of the full-time working hours in a month.
5. A full-time employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate. 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.

I. 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.
2. Absence for illness, disability, or personal reasons (for example, special or religious holidays or shopping) may be charged to vacation.
3. Upon request, an employee shall be granted vacation before the employee's accrued credit reaches the maximum which the employee can accumulate.
4. 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 any other position paid by University funds (see exception in paragraph K. below).

5. Vacation schedules shall be established on the basis of seniority in an employee's classification and in a shop or work location. Vacation requests may be submitted by an employee in the month of March for vacations to be taken between April 1 and September 30 of that same calendar year. Vacation requests submitted after March 31 shall be reviewed on a "first-come, first-served" basis. Vacation requests may also be submitted in the month of September for vacations to be taken from October 1 of the same calendar year through March 31 of the next calendar year. 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 two requests for vacation 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 five (5) working days in advance.
8. Emergency vacation days may be granted at the discretion of supervision. The request for emergency vacation shall be requested either orally or in writing through the immediate supervisor, and may be reviewed by a designated University manager. Verification of the emergency may be required, and if required, shall be submitted to the designated University manager prior to payment.
9. Vacation schedules shall be posted in each shop or work location.

J. 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 shall have vacation credit transferred.

K. An employee who is transferred, promoted, or demoted to another University position in which the employee will not be eligible to accrue vacation credit or who is transferred to or from Department of

Energy contracts shall be paid for accrued vacation.

L. 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. 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.

VACATION CREDIT TABLES

VACATION CREDIT FOR EMPLOYEES HAVING LESS THAN 10 YEARS OF QUALIFYING SERVICE					
160 Hour* Month	168 Hour* Month	176 Hour* Month	184 Hour* Month	Percent of Time on Pay Status	Hours of Vacation Earned
0 - 79	0 - 83	0 - 87	0 - 91		
80 - 87	84 - 92	88 - 96	92 - 101	50 - 54	5
88 - 103	93 - 109	97 - 114	102 - 119	55 - 64	6
104 - 119	110 - 125	115 - 131	120 - 137	65 - 74	7
120 - 135	126 - 142	132 - 149	138 - 156	75 - 84	8
136 - 151	143 - 159	150 - 167	157 - 174	85 - 94	9
152 - 160	160 - 168	168 - 176	175 - 184	95 - 100	10

VACATION CREDIT FOR EMPLOYEES HAVING 10 BUT LESS THAN 15 YEARS OF QUALIFYING SERVICE					
160 Hour* Month	168 Hour* Month	176 Hour* Month	184 Hour* Month	Percent of Time on Pay Status	Hours of Vacation Earned
0 - 79	0 - 83	0 - 87	0 - 91		
80 - 86	84 - 91	88 - 95	92 - 99	50 - 54	6
87 - 99	92 - 104	96 - 109	100 - 114	55 - 62	7
100 - 113	105 - 119	110 - 124	115 - 130	63 - 70	8
114 - 126	120 - 133	125 - 139	131 - 145	71 - 79	9
127 - 139	134 - 146	140 - 153	146 - 160	80 - 87	10
140 - 153	147 - 161	154 - 168	161 - 176	88 - 95	11
154 - 160	162 - 168	169 - 176	177 - 184	96 - 100	12

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

VACATION CREDIT FOR EMPLOYEES HAVING AT LEAST 15 BUT LESS THAN 20 YEARS OF QUALIFYING SERVICE

				Percent of Time on Pay Status	Hours of Vacation Earned
160 Hour* Month	168 Hour* Month	176 Hour* Month	184 Hour* Month		
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49	0
80 - 85	84 - 90	88 - 94	92 - 98	50 - 53	7
86 - 97	91 - 102	95 - 106	99 - 111	54 - 60	8
98 - 108	103 - 114	107 - 119	112 - 124	61 - 67	9
109 - 119	115 - 125	120 - 131	125 - 137	68 - 74	10
120 - 131	126 - 138	132 - 144	138 - 151	75 - 82	11
132 - 142	139 - 150	145 - 157	152 - 165	83 - 89	12
143 - 154	151 - 162	158 - 169	165 - 177	90 - 96	13
155 - 160	163 - 168	170 - 176	178 - 184	97 - 100	14

VACATION CREDIT FOR EMPLOYEES HAVING 20 OR MORE YEARS OF QUALIFYING SERVICE					
				Percent of Time on Pay Status	Hours of Vacation Earned
160 Hour* Month	168 Hour* Month	176 Hour* Month	184 Hour* Month		
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49	0
80 - 84	84 - 89 8992	88 - 93	92 - 97	50 - 53	8
85 - 94	90 - 99	94 - 104	98 - 109	54 - 59	9
95 - 104	100 - 110	105 - 115	110 - 120	60 - 65	10
105 - 114	111 - 120	116 - 126	121 - 132	66 - 71	11
115 - 124	121 - 131	127 - 137	133 - 143	72 - 78	12
125 - 134	132 - 141	138 - 148	144 - 155	79 - 84	13
135 - 144	142 - 152	149 - 159	156 - 166	85 - 90	14
145 - 154	153 - 162	160 - 170	167 - 178	91 - 96	15
155 - 160	163 - 168	171 - 176	179 - 184	97 - 100	16

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

Article 14

MILITARY LEAVE

A. Temporary Military Leave for Active Duty Training

1. Temporary military leave for active duty training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty for training for a period not to exceed one-hundred eighty (180) calendar days, including time spent traveling to and from such duty. Leave shall also be granted for regular weekly or monthly drills required to maintain reserve status. Leave for drills shall not be paid, but an employee may elect to have such absence charged to accrued vacation, accrued overtime or compensatory time off, or the military leave may be without pay.

2. Eligibility for Pay

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

- a. The employee has at least twelve (12) months of continuous University service immediately prior to the 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 thirty (30) calendar days' pay in any one (1) fiscal year.
3. Advance verbal or written notice of leave for active duty training or drills must be given except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders.

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 (3) 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 or accrued overtime or 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, and shall accrue vacation, sick leave or holiday pay only in accordance with the vacation, sick leave and holiday articles of the collective bargaining agreement. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's group insurance regulations. A probationary employee shall not receive credit toward completion of a probationary period (see section B.9).

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 for Full-time Active Military Service

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 of any length or for active-duty training in excess of one-hundred eighty (180) days.

2. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed four (4) years unless the period of service is involuntarily extended. In addition, leave shall be extended for a period up to six (6) months from the date of release from duty if the employee requests such extension.

3. Eligibility for Pay

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

- a. The employee has at least twelve (12) months of continuous University service immediately prior to the leave (any prior military service shall be included in calculating this University service requirement);
- b. Such payment, in addition to University payment for military reserve training leave and for military leave for physical examinations, does not exceed thirty (30) calendar days' pay in any one (1) fiscal year.

4. Advance verbal or written notice of extended military leave must be given, except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders.

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.

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

6. Sick leave credit shall be retained on the records.

7. Reinstatement

a. Following release from active duty, an employee granted temporary military leave for active duty training 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.

8. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent. A probationary employee shall not receive credit toward completion of a probationary period (see section B.9.). An employee shall accrue vacation, sick leave, or holiday pay only in accordance with the vacation, sick leave

and holiday articles of the collective bargaining agreement. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's group insurance regulations.

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.

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

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. Military Leave for Emergency National Guard Duty

- 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 National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (1) fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for 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 service is over, and shall accrue vacation or sick leave or holiday pay only in accordance with the vacation, sick leave and holiday articles of the collective bargaining agreement. A probationary employee shall not receive credit toward completion of a probationary period (see section B.9).

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.

4. Advance verbal or written notice of leave for emergency National Guard duty must be given, except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders.

5. 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. Military Leave for Physical Examination

1. Military leave with pay shall be granted to an employee in accordance with A.2.b. and B.3., 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. Advance verbal or written notice of leave for physical examination must be given, except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders.
2. The University, at its discretion, 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 or accrued vacation.

Article 15

LEAVES OF ABSENCE

A. GENERAL PROVISIONS

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

1. Pay Status

Periods on leave with pay shall be considered time worked, except as provided in Section D., Family Care and Medical Leave.

2. Benefit Eligibility

- a. Periods of approved leave without pay are not counted as University service and 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 as determined by plan documents and regulations for the period of the leave by remitting, in accordance with the provisions of the applicable plans, 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.

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 shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

4. Duration

The duration of the leave, commencement of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this article. Except as provided under Section D., Family Care and Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months, or 12 months, if extended.

5. 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. 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.

- b. 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.
- c. 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.
- d. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

6. Accrued Vacation Credit

Accrued vacation credit shall be used prior to a leave without pay unless otherwise requested by the employee and approved by the department head.

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 an extended illness or to care for a newborn or newly-adopted child (See Section D.2.a.5), need to provide care for members of the family, and education which will directly increase job effectiveness.
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 related medical conditions, is entitled to a medical leave of absence in accordance with the provisions of this Article. Pregnancy Disability Leave may consist of leave without pay and/or paid leave such as accrued sick leave, accrued vacation leave, and compensatory time off. The employee shall provide written notice of the need for leave as soon as she becomes aware of it and, at a minimum, thirty (30) days in advance if possible.
2. Verification of medical disability for pregnancy-related purposes shall include, but is not limited to, a statement of a health care provider (as defined in Section D.1.j. 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.
- b. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the Federal Family and Medical Leave Act, up to 12 workweeks of such leave shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with Federal Family and Medical Leave, an employee shall also be entitled, if eligible, to up to 12 workweeks of State Family Care and Medical Leave for any covered reason except pregnancy or a pregnancy-related medical condition provided the employee has not exhausted her FMLA/CFRA leave entitlement for that leave year. 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 combined, shall not exceed seven months in the leave year.

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.

6. When medically necessary, and supported by medical certification, the University shall grant an employee Pregnancy Disability 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 four (4) months in any twelve-month period.
7. As an alternative to, or in addition to pregnancy disability leave, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee and with the advice of the employee's health care provider, if the transfer can be

reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section shall not be counted toward an employee's entitlement of up to four (4) months of pregnancy disability leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.

D. Family Care and Medical Leave

Employees who have at least one year of University service, (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement) and have worked at least 1,250 hours (actual hours worked) during the twelve (12) month period immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of twelve (12) workweeks of Family Care and Medical Leave in a calendar year, except as otherwise provided in this Article. 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 leave of absence without pay.

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 any one or all of the essential assigned functions of the employee's position. An employee disabled because of pregnancy-related conditions is covered under Section C. of this article.

- 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** means an illness, injury, impairment, physical or mental condition that makes the employee unable to perform any one or all of the essential assigned functions of the employee's position and involves one of 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 of 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 not be effective.
- i. **A serious health condition** for the purpose of family illness means an illness, injury, impairment, physical or mental condition, as described in D.1.h. above, of the employee's child, parent or spouse which requires the participation of the employee to provide supervision or care during a period of treatment or incapacity including providing psychological comfort.
- j. **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, any individual duly licensed to practice medicine in another state or jurisdiction, or any health provider that the employee's plan carrier recognizes for purposes of payment.

- k. **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.

- 1. **1,250 Hours of Actual Service** means time actually spent at work and does not include any paid time off including, but not limited to, an employee's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status.

2. General Provisions

a. Time Periods

- (1) For Family Care and Medical Leave purposes only, 12 workweeks means 12 workweeks in a calendar 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. In the event University policy and/or applicable State or Federal law result in a different date of commencement for this 12-month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University staff employees.

- (2) 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 the leave year.

- (3) When 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.

- (4) A personal leave may also be granted 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, for extended illness or to care for a newborn or newly-adopted child. Such leave may consist of leave without pay and/or paid leave such as

- (5) accrued sick leave and vacation. The leave shall be requested at least 30 days in advance if possible.

b. 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.

c. Notice

- (1) If the employee learns of the event giving rise to the need for leave more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and, at a minimum, 30 days prior to the commencement of the leave, if practicable.
- (2) If the need for 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 leaves so as to avoid disruption to the University's operations.

- (3) If the need for the leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the employee shall provide the University with as much advance notice as is practicable, and, at a minimum, within two (2) working days after learning of the event, except in extraordinary circumstances where such notice is not feasible.
- (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 delayed until 30 days after the date on which the employee provides notice.
- (5) The University shall determine whether the employee is eligible and qualifies for a FMLA leave and shall notify the employee, in writing, when the leave is designated or provisionally designated as FMLA leave. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of 12 workweeks in the leave year may be granted in accordance with this Section.

d. Certification

- (1) When leave is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for Family Illness or Medical Leave be supported by a written certification issued to the University by the employee's health care provider. Such request to the employee shall be in writing. The certification may be provided on a form

given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee has a serious health condition, include the following:

- a. A statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform, and
 - b. The date, if known, on which the serious health condition commenced; the probable duration of the condition and the probable date of return, an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring care and,
 - c. whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration of such schedule, and,
 - d. if the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.
- (2) When a leave of absence is requested for the serious health condition of the employee's family member, the University shall require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the

University, such requirement shall be submitted to the employee in writing.

Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee's family member has a serious health condition, include:

- a. a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.
 - b. whether the employee's family member will need care intermittently or on a reduced leave schedule and the probable duration that the employee is needed to provide care.
 - c. In addition, the employee will be required to certify either on the form or separately the care he/she will provide the family member and the estimated duration of the period of care.
- (3) 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 chosen by the University. 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.

- (4) If additional leave is requested upon expiration of the leave granted, or should the circumstances of the leave change, 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 the leave being delayed until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in the delay 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. If the employee fails to provide a certification/recertification or a completed certification/recertification 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.

- (6) An employee who has been granted a Medical Leave 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 delay of reinstatement until after the employee submits the required medical release certification.

E Use of Accrued Paid Leave

- (1) An employee on approved Family Illness Leave shall use accrued vacation time before taking leave without pay. Up to thirty (30) days of accrued sick leave per year may be substituted for Family Illness Leave granted under this section.
- (2) An employee on an approved Parental Leave shall use accrued vacation time before 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 14, 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 shall use accrued vacation before taking leave without pay.

F. Parental Leave

Parental Leave is a form of Family Care and Medical Leave to care for the employee's newborn or a child placed with the employee for adoption or foster care and shall be initiated and concluded within one (1) year of the birth of placement of the child. The University will grant a Parental Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for leave under the Family and Medical Leave Act/California Family Rights Act (CFRA) at the beginning of her Pregnancy Disability Leave shall be granted a

Parental Leave for up to twelve (12) workweeks provided that the employee has not exhausted her FMLA/CFRA leave entitlement for that year.

(1) Requests for Parental Leave

The employee shall request Parental Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the employee. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with a FMLA leave on account of the pregnancy/childbearing disability, shall be set at the time such FMLA leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of placement.

(2) Duration

When Parental Leave is combined with a leave for pregnancy-related and/or pregnancy disability, the total Pregnancy Disability/Parental Leave shall not exceed seven (7) months in the leave year.

- (3) The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during the leave year. The University, at its discretion, may request that any additional leaves requested during this same time period be for a minimum duration of two (2) weeks.

g. 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 for a period shorter than the employee's initial request, such University action may, upon the employee's written request, be reviewed by the Department Head.

Neither the University's action in granting or not granting a Family Care and/or Medical Leave nor the results of such review shall be subject to Article 22, Grievance Procedure or Article 23, Arbitration Procedure, of this Agreement.

h. 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 appointment ending date or predetermined date of separation 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 an 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 Leave

When served with a subpoena which compels the employee's presence as a witness, a full-time employee in a career position on any shift or work schedule shall be granted leave with pay for actual time spent at the administrative or legal proceedings and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal work week. A part-time employee in a career position shall be granted leave with pay for time spent at the proceedings and in related travel which occur during the employee's regularly scheduled hours of work. Leave with pay shall not be granted when an employee is the plaintiff or defendant in a

proceeding, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.

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. Time on workers' compensation leave runs concurrently with FMLA leave.

H. Recording of Leaves

Each approved leave without pay shall be reported by submission of the appropriate payroll/personnel form. An absence is not considered an approved leave for purposes of University benefits unless this form is submitted.

Article 16

DISCIPLINE AND DISMISSAL

A. Definitions

1. Discipline

Discipline occurs when any of the following actions are taken with respect to any employee: oral reprimand, counseling memorandum, written warning, suspension, demotion.

2. Dismissal

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

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 salary maximum, or to a position at a lower rate of pay, when such assignment is made for disciplinary reasons.

B. Grounds

A regular status employee may be disciplined or dismissed for cause, including, but not limited to, the following:

Violations of this Agreement; abuse of leave provision; substance abuse; dishonesty or theft; violation of University rules; unauthorized absence; absenteeism, tardiness; insubordination or misconduct; unsatisfactory performance or inability to perform requirements of his/her job.

C. Notice of Intent

1. When Required

The University may discipline without prior notice of intent by oral reprimand, counseling memoranda, 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, demotion, or dismissal.

2. Issuance and Content

a. Issuance

Written notice of intent to suspend for more than five (5) working days without pay, demote, or discharge shall be given to the affected employee, either by delivery of the notice to the employee in person; or by placing the Notice of Intent 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. Such personal delivery or mailing shall be conclusively presumed to provide actual notice to the affected employee(s). It shall be the responsibility of the employee to inform the University in writing of his 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. Upon receipt of a specific written request from the employee, the University shall mail the Notice of Intent to the Union.

b. Content

- (1) The notice shall: inform the employee of the disciplinary action intended and the effective date of the action.
- (2) Provide a brief explanation of the action, including, where appropriate, illustrative materials.
- (3) Inform the employee of the right to respond, orally or in writing, 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 the 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. Investigatory leaves shall not normally exceed fifteen (15) working days, unless the investigation has not been concluded. 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 discharge is determined by the University to be appropriate, the entire investigatory leave period shall be without pay.

Upon notice of investigatory leave, an employee may request to charge the leave to accrued vacation leave or accrued compensatory time off, to cover the period of investigatory leave.

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 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 resigned and shall not be considered to have been dismissed nor disciplined by the University.

G. Removal of Disciplinary Letters

1. Removal of Counseling Memorandum

Upon request of the employee, a counseling memorandum shall be removed from an employee's personnel file after twelve (12) months from the date of the memorandum, during which time there has

been no further counseling or discipline.

2. Removal of Warning Letters

Upon request of the employee, warning letters shall be removed from the employee's personnel file two years from the date of the warning letter, during which time there has been no further discipline.

H. Relation to Arbitration Procedure

1. Exclusion

Oral reprimands and counseling memos are not subject to review under the Arbitration Procedure of this Agreement, Article 21.

Article 17

LAYOFF AND REDUCTION IN TIME

This Article covers indefinite separation and reduction in time, temporary layoff and reduction in time, and transfer of an employee to a casual position resulting from the elimination of a career position.

A. Responsibility

1. The department head shall determine when indefinite or temporary layoffs are necessary due to lack of work or lack of funds. The department head shall minimize indefinite layoffs from career positions by first reviewing the necessity for existing casual positions within the department. When a vacancy exists within the unit in an active career position in other classes in the department which are at the same salary level (as determined by the salary range maximum) as the employee's current position, the department head shall reassign an employee scheduled for indefinite layoff to that position, provided the employee is qualified to perform the duties of that position.
2. The department head has the authority to layoff an employee for an indefinite period after reviewing the proposed action with the Personnel Manager and Affirmative Action Coordinator/officer.
3. An employee scheduled for indefinite layoff from a career position shall be considered for transfer to another position within the Bargaining Unit for which the employee is qualified.

B. Temporary Layoff and Temporary Reduction in Time

1. Whenever a layoff or reduction in time from a career position is temporary for a specified period of one-hundred and twenty (120) calendar days or less, the provisions of A.3. and C.1. through D.12. shall not apply.
2. An employee shall be given written notice of the effective date and the ending date of a temporary layoff or reduction in time. Whenever possible, the notice shall be given at least fifteen (15) calendar days prior to the effective date.
3. If an indefinite layoff or indefinite reduction in time should occur during a temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time shall be applied.

C. Indefinite Layoff and Reduction in Time

1. Indefinite layoff and reduction in time is affected by department and by class (title code). The order of indefinite layoff and reduction in time of employees in the same class within a department shall be by craft 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, which are necessary to perform the ongoing functions of the department. Employees in lead classifications, upon indefinite layoff or reduction in time, shall have the right to bump the least senior employee in the same craft in the department.

2. Seniority

For the purpose of this article only, seniority is determined by an employee's most recent hire date in a staff career position. Employment prior to a break in service shall not be counted. When unit employees have the same date of hire, seniority shall be determined according to alphabetical order of the last name. A break in service is any separation from employment status. In addition, a break in service occurs, effective the last day on pay status, whether or not a separation form is submitted, when an employee is off pay status for four complete, consecutive calendar months without an approved leave without pay, furlough, or temporary layoff. A return to pay status from an approved leave without pay, furlough, temporary layoff, during a period of right to recall and preference for reemployment, or on the next working day following a separation is not a break in service.

3. Notice

An employee will receive at least thirty 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. In the event of a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a regular status employee shall be informed of the procedures for recall and preferential rehire.

D. Reemployment from Indefinite Layoff

1. Right to Recall to Layoff Department

A regular status employee who is separated or whose time is reduced because of an indefinite layoff shall be recalled to the UCSD Skilled Crafts Unit 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, craft and department and at the same time 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 attained regular status.

2. Preference for Reemployment or Transfer in Layoff Department or Other Departments

A regular status 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 calendar months prior to the layoff date shall be granted preference within the UCSD Skilled Crafts Unit for reemployment or transfer to any active or vacant position for which the employee is qualified when the position is:

- a. Within the bargaining unit,
- b. At the same salary level or lower (as determined by the salary range maximum), and
- c. 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 yet attained regular status.

3. Department heads may reject a regular status employee with preference for reemployment or transfer only if the employee lacks qualifications required of the position. Reasons for non-selection shall be provided by the department head in writing to the designated University official.

4. Duration 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 year from date of layoff.

5. 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.

6. An employee with ten (10) years or more of seniority shall have the right to recall and preference for reemployment for three (3) years from date of layoff. Time on unpaid status does not affect the seniority calculation.

7. An employee may be required to respond affirmatively to periodic inquiries as to the desire to continue the right to recall and preference for reemployment in order to continue that right and preference beyond one (1) year.

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

9. Termination of Right to Recall and Preference

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

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

- b. 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
- c. refuses two (2) offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff.

10. In addition, preference for reemployment terminates if an employee accepts any career position.

11. 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 designated University official, both recall and preference may be reinstated.

12. 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.

E. 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 in on definite or temporary layoff.

Article 18

UNIT WORK

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

Article 19

SUBCONTRACTING

A. Management Decision

Management reserves the right to subcontract unit work, including the right to continue subcontracting that work which has been subcontracted in the past.

B. Provision of Information to Union

Upon written request by the Union, twice per year, the University shall provide to the Union and a designated steward a summary of subcontracted work which is funded by the State of California Operations and Maintenance of Plant budget. Subcontracted work is that work which is less than \$50,000 in total, or painting work which is less than \$25,000 in total.

C. Notification to the Union

The University agrees to notify the Union at least thirty (30) 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 effects upon the employees of said subcontracting.

Article 20

GRIEVANCE PROCEDURE

A. Definition, Standing, Consolidation, and Representation

1. Definition

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

2. Standing

Except as otherwise provided in the Agreement, a grievance may be brought to the attention of the University through this procedure by an individual employee within the bargaining unit, a group of employees within the bargaining unit, or by the Union. A grievance may not be brought through this procedure by the University.

3. Consolidation

A grievance brought by, or related to two (2) or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may upon mutual agreement of the University and the Union, be consolidated for the purposes of this procedure, 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 (1) 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 the Business Representative shall have the right to be present at the Step 2 grievance meeting.

5. No Reprisal

No employee shall be subject to reprisal for using or participating in the grievance procedure.

B. Procedure

1. Step 1: Informal Review

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(s) before a formal written grievance may be filed. Informal resolutions, although final, shall not be precedent setting. If the complaint is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

2. Step 2: Formal Grievance Review

A. Filing Grievance:

A grievance that has not been resolved at Step 1 may be filed as a formal grievance at Step 2.

B. Grievance Forms

A formal grievance must be filed in writing on a grievance form provided by the University and approved by the Union. Grievance forms shall mean those forms now in use by various departments except that such forms may be amended by mutual agreement of the parties.

C. Receipt of Grievance

The UCSD Director of Labor Relations must receive the written grievance within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first.

D. Extensions

Attempts at informal resolution do not extend time limits unless a written exception is granted in advance by the UCSD Director of Labor Relations.

E. Statement of Grievance

- a. The specific section and provision of the Agreement alleged to have been violated;
- b. the action grieved and how it violated the above-mentioned provision;
- c. how the grieving employee was adversely affected; and
- d. the remedy requested.

F. Amendments

The employee and/or the union may amend the alleged violation stated in the original grievance as needed upon the mutual written agreement of the parties.

G. Step 2 Grievance Meeting

Within twenty (20) calendar days of the receipt of the formal grievance, the grievant the grievant's representative, if any, and the department (and/or UCSD Director of Labor Relations or designee) shall meet to discuss the grievance, unless the parties mutually agree to waive the campus meeting. If either the grievant, the department, or the UCSD Director of Labor Relations requests a meeting, one shall be conducted as soon as reasonably possible within the twenty (20) calendar day period to discuss the grievance.

H. Step 2 Decision

The designated University officials shall render a written decision within twenty (20) calendar days following the date of the close of the Step 2 meeting or agreement to waive the Step 2 grievance meeting. A copy of the decision will be mailed to the grievant and sent by Certified Mail to the Union, and the decision of the University becomes final thirty (30) calendar days after the receipt of the decision by the Union from the designated University official. The Union must file a request for arbitration within thirty (30) calendar days after receipt of the Step 2 decision. Proof of Service must accompany the request for arbitration. Such decision shall not set any precedent.

5. Time Limits

Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a University non-business day will automatically be extended to the next business day. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the last University written response. Failure by Management to reply to the employee's grievance within the time

limits specified automatically grants to the employee the right to process the grievance to the next level. Each of the steps in the Grievance Procedure may be waived by mutual agreement of the parties in writing.

6. Pay Status: Release Time

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, upon advance written request, reasonable release time shall be granted to the employee(s) involved. Employee time spent at these meetings shall be considered as time worked. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses at such meetings may be released from work with reasonable advance written request and granted leave with pay for reasonable time spent in meetings, if the information they provide is relevant and material to the grievance which is the subject of the meeting. Time spent in preparation of a grievance shall not be on pay status. 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, subject to notice and approval of the employee(s)' supervisor.

C. Notification to the Union

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

Article 21

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 University Labor Relations Manager within thirty (30) calendar days of the receipt of the campus grievance decision by the Union from the designated University official. Proof of service must accompany this mailing.

B. Selection of Arbitrators

Within fifteen (15) calendar days of receipt from the Union of its decision to request arbitration the parties shall meet to select an arbitrator. Should the parties fail to select a mutually agreeable arbitrator within seven (7) calendar days of their first meeting, the parties shall request a list of seven (7) names from the American Arbitration Association. Upon receipt of the A.A.A. list, the parties shall meet and each shall eliminate the names of three (3) arbitrators from the list of seven (7) and the remaining person shall be the arbitrator. The party which wins the toss of a coin shall begin the striking of names.

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

D. The Arbitrator's Role

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 21, Section B, Paragraph 2 of this Agreement. The arbitrator shall have no jurisdiction to decide issues not specifically identified on the initial grievance form filed by the Union or part of an amended grievance, pursuant to Article 20, Section B, Grievance Procedure.

E. Arbitration Costs

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.

F. Arbitrator's 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 parties agree in writing to an extension of time.

2. The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursement for:

- a. Any period of time during which an extension of time limits has been granted by the University at the request of the Union; or
- b. any period of time between the date a hearing was originally scheduled to be held and, due to a request from SETC to postpone or change the scheduled hearing, the rescheduled date of the hearing; 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.

G. 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 the 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 release time shall be granted. University employees called as witnesses may be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings convened to resolve the arbitration and for the arbitration hearing. Time spent in investigation and preparation for arbitration shall not be on pay status.

Article 22

Health and Safety

A. Preamble

It is the duty of the University to make a reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner, including but not limited to complying with the UCSD Injury and Illness Prevention Program (IIPP).

B. Employees' Duty

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 hazardous conditions, and to follow the safety regulations and requirements of the University, and to report any unsafe practices or hazardous conditions to their immediate supervisor(s).

C. Safety Review

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 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 (steward or SETC business representative) may consult with the UCSD Director of Labor Relations, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations.

D. Safety Training

Appropriate safety training will be provided to bargaining unit employees.

E. Disputes

Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article 20, but shall not be subject to the Arbitration Procedure of the Agreement Article 21.

Article 23

SAFETY COMMITTEE

A. Purpose

The University and the Union agree to establish a joint Management/Labor Safety Committee. The purpose of the Safety Committee is to advise UC management about safety matters, including implementation of safety regulations and safety training, in the work environment.

B. Composition

The committee shall be comprised of up to three (3) bargaining unit employees designated by SETC and one (1) non-employee SETC staff representative. The University may designate up to four (4) representatives to be on the safety committee. Additional bargaining unit employees and management representatives may be in attendance at a safety committee meeting upon mutual agreement of the parties.

C. Procedures

The Committee shall meet at least three times per year. (During the first contract year, the meeting shall be scheduled in the months of January, April and September. In subsequent years of the contract, meetings shall be scheduled at the request of either party.) The parties may schedule additional meetings upon mutual agreement. An employee may submit safety matters to the Committee for review and recommendation. The procedures by which the Safety Committee operates shall be determined by mutual agreement of the parties.

Article 24

PROTECTIVE CLOTHING

A. Protective Clothing

1. The University reserves the right to require employees in the unit covered by this Agreement to wear protective clothing.
2. Protective work clothing is attire worn over or in place of regular clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment is equipment intended to protect the employee while on the job.

The University shall continue to provide the protective clothing and safety equipment which it currently makes available to the employees covered by this Agreement.

B. Replacement Expense

University provided items, such as protective clothing, and safety equipment, lost or damaged due to employee negligence shall be replaced at the employee's expense.

Article 25

UNIFORMS

A. Uniforms

1. Uniforms are attire, excluding shoes, which are worn for the purpose of ready visual identification of personnel.
2. In cases where the University currently requires the wearing of uniforms, the University will provide and maintain those uniforms.

B. Replacement Expense

University provided items, such as uniforms, lost or damaged due to employee negligence shall be replaced at the employee's expense.

Article 26

PARKING

The University shall provide parking to the same extent possible and under the same conditions and fees as normally provided to non-represented staff employees who are not managerial, supervisorial or confidential.

Article 27

MILEAGE REIMBURSEMENT

Whenever an employee is authorized by the University to use a private vehicle to conduct University business, mileage shall be reimbursed under the same terms and conditions as provided to non-represented staff employees who are not managerial, supervisory or confidential.

Article 28

MEDICAL SEPARATION

A. Employees who become unable to perform essential, assigned functions fully, due to handicaps or other medical conditions may be separated. Employees separated under this article who had attained regular status are eligible for special employment procedures.

B. Basis for Separation

1. A medical separation shall be based on:

a. A statement by the department head describing the essential functions the employee is not performing; and

b. a review by the vocational rehabilitation counselor.

2. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes. The University shall pay the reasonable costs of any medical examinations requested by the University.

3. A medical separation shall be effected by the department head after review and agreement by the Personnel Manager.

C. Notices

1. An employee shall not be separated under this article while the employee is drawing accrued sick leave or while the employee is receiving extended 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 or extended sick leave and if the employee is afforded all rights provided by the employee's retirement system.

2. Notice of Intent

An employee shall be given advance written notice of the intention to separate the employee. The notice shall:

- a. State the reason for medical separation;
- b. include copies of the department head's statement and any other pertinent material considered; and
- c. state that the employee has the right to respond in person or through an agent of his choosing within ten (10) work days, either orally or in writing, regarding the separation.

3. Notice of Separation

After the employee's response or ten (10) work days from the date of notice of intention to separate medically, 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 advance written notice of medical separation. The notice shall:

- a. Specify the effective date of separation; and

- b. state the employee's right to appeal.

D. Special Reemployment Procedures

For a period of one (1) year following the date of a medical separation, a former regular status employee may be selected for a position within the bargaining unit without the requirement that the position be publicized. However, if the former employee is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced. During such periods an employee shall be given assistance in accordance with Article 30, Rehabilitation.

E. Service Upon Reemployment

If a regular status employee separated under this article is reemployed within the bargaining unit within the allowed period, a break in service does not occur.

Article 29

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 sick 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 (80) percent 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 (80) percent of basic salary plus shift differential, shall be supplemented to eighty (80) percent 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. Effective July 1, 1997, extended sick leave constitutes an advance against disability payments.

2. An eligible employee who does not have sufficient 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. - 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.

Article 30

REHABILITATION/

REASONABLE ACCOMMODATION

A. The University will provide special assistance to employees who become handicapped when such handicaps substantially limit their work activities. This assistance shall include information about vocational rehabilitation services, reasonable accommodation, and, for employees who have attained regular status, special selection procedures.

B. Vocational Rehabilitation

An employee who becomes handicapped shall be informed of the availability of vocational rehabilitation services as soon as such services are appropriate.

C. Reasonable Accommodation

1. The University-designated person shall assure that the position held at the onset of the illness or injury, if still available, is analyzed to identify essential functions (critical and important tasks) and conditions of the work environment to aid in determining if reasonable accommodations can be made to the handicap. If necessary, a similar analysis for accommodation shall be conducted of other open positions for which the employee has applied and is otherwise qualified.
2. The employee is responsible for providing medical documentation to assist in understanding the nature of any accommodation to a handicap. Such statement shall relate specifically to the job analysis information provided by the University designated person and shall be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.

D. Trial Employment

When recommended by a vocational rehabilitation counselor and approved by the University designated person, a handicapped employee or former 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 head. Positions used for trial employment shall be designated as casual.

E. Special Selection for Other Positions

A regular status employee who becomes handicapped and who has received vocational rehabilitation services may be selected for a position within the bargaining unit without the requirement that the position be publicized when approved by the Personnel Manager.

Article 31

UNION STEWARDS

A. Designation of Stewards

The Union shall be entitled to designate a reasonable number of employees to act as stewards for the employees covered by this Agreement. The Union shall furnish the University official or designee with the names of the employees selected as stewards. 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 to the designated University official. There shall be no more than a total of seven (7) stewards at the UCSD campus, including one chief steward and inclusive of alternate stewards, provided however, that there shall be no more than one (1) steward per zone or shop.

B. Conducting Union Business

Union business/activities shall not be conducted on an employee's scheduled work time except as specifically provided for in other section(s) of this Agreement; nor shall such business/activities interfere with University programs and operations.

C. Release Time

The Union agrees that stewards shall request in writing from their supervisor the use of release time when engaged in the investigation of employee grievances prior to their formal filing and/or investigation of health and safety matters. It is understood that the Union will work with the University to ensure that Union stewards use release time in a responsible manner so as not to interrupt the daily operations of the University. It is also understood that University management will not unreasonably or arbitrarily deny the use of release time under this agreement.

Article 32

LABOR-MANAGEMENT RELATIONS

- A. 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.

- B. Such meetings are not considered to be meet and confer sessions and are not intended to add to, delete from, or otherwise modify the Agreement during its term. However, the parties may mutually agree to reduce any discussions and agreements reached pursuant to these meetings to writing, and may agree to attach them as side letters to the agreement.

- C. Up to four bargaining unit employees may be placed in a without-loss-of-straight-time pay status for attendance at labor-management meetings.

Article 33

UNION ACCESS AND RIGHTS

A. 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.

B. 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.

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

C. Bulletin Boards

A. Location

The University will furnish Union bulletin board space at locations agreeable to the parties. See Appendix iv for bulletin board locations.

B. Posting

The Union agrees to use the University Bulletin Boards to post appropriate materials related to the bargaining unit. Materials may be posted only by SETC stewards, business agents and officers.

C. Appropriate Materials

The Union agrees that nothing libelous, obscene, defamatory, or of a partisan political nature shall be posted nor shall literature or material detrimental to the University, its agents or officials be posted.

D. Disputes

In the event a dispute arises concerning appropriateness of the material posted, the University shall notify the chief steward as to the nature of the dispute and that the material is being removed. Any dispute not resolved by the chief steward and the University may be discussed by the SETC designated representative and the University.

D. Mail Service

Individually addressed mail on which U.S. postage has been paid which is received by the University bearing an employee name and accurate address will be distributed to the employee in the normal manner and in accordance with University procedures and policies with regard to the U.S. mail.

E. Email Use

Designated Union stewards may use their University email account for the purpose of conducting Union business in conformance with applicable University policy regarding electronic mail/electronic communications.

F. 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) 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.

G. Leaves of Absence for Union Activities

Any employee 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 quarterly SETC meetings. The aggregate of all such leave(s) shall not exceed a total of fifteen (15) 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.

H. Employee List/Information

The University will make accessible to the Union, via the File Transfer Program, the name, classification, campus department, hire date, appointment status and monthly salary of all employees in the unit.

Home addresses shall be made available to the Union provided that the employee has authorized, in writing, release of his/her home address.

Article 34

DUES DEDUCTIONS - UNION SECURITY

A. Dues Deduction and Agency Shop Fee

1. Dues Deduction

Upon request of an employee in the UCSD 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 Fees

Upon notification to the University by the State Employees' Trade Council-United, (SETC), University employees in the bargaining unit who choose not to become members of the Union in accordance with paragraph A.1. above, as a continued condition of employment, shall be required to pay an agency shop fee. The amount of the fee shall be determined by SETC and shall not exceed the monthly dues that are payable by members of SETC. The amount of the fee shall be deducted by the University from the wages of the employee and paid to SETC.

3. Exemption from Agency Shop Fee

Any employee in this unit, who is a member of a bona fide 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 SETC as a condition of employment. An employee to which this provision is applicable shall be required to pay sums equal to the amount of the service fee to a nonreligious, non-labor charitable fund exempt from

taxation under the Internal Revenue Service code, chosen by the employee from the following list of funds chosen by the University and SETC.

A scholarship fund mutually agreed to by the parties

UCSD Cancer Center Foundation

Friends of the UCSD Library

4. Check Processing

The University further agrees to send a check to the Union for all union dues deductions which have been requested by 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 deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure. The Union agrees to reimburse the University for 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 during the term of this Agreement. The Union agrees to save the University harmless from liability for any errors in withholding or transmitting dues except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund to 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

SETC shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the employees in the unit, within sixty (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 an operating statement, certified as to accuracy, in keeping with recognized audit standards, by the president and treasurer or comparable officers. SETC shall provide a copy of said report to the Public Employment Relations Board, as required.

D. Severability

In the event the fair share provision of Higher Education Employer-Employee Relations Act (HEERA) (Amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that all matters in the Agreement concerning fair share fees shall be of no force or effect.

Article 35

PERSONNEL FILES

A. General Provisions

Upon request, an employee shall be able to review his/her personnel file within a reasonable period of time in the presence of a representative of the University. At the time of such request the University representative, to the extent he/she is aware of the location(s) of such files, shall inform the employee of the location(s) of the file(s).

B. Request for Inspection

Where operational requirements permit, an employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review his/her personnel file(s). When granting such requests, the University shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity. A SETC representative may accompany the employee when the employee is reviewing his/her personnel file(s). Alternatively, an individual employee may authorize a designated SETC representative to review the employee's personnel file(s) on the employee's behalf. Such written authorization shall be valid for a period of twenty (20) calendar days.

C. Rebuttal Statements

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

D. Grievance Files

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

E. Protections from Disclosure

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

F. Fees

Fees may be charged for making copies of personnel file information or extracts thereof; however, there is no charge for the first copy of the individual employee's own records. Copies will be provided within a reasonable period of time.

G. Letters in File

Prior to placing a letter of commendation or a derogatory letter in an employee's personnel file, the employee shall be provided with a copy of said letter.

H. Correction of File

If after inspection of his/her records, an employee believes that any portion of the material is not accurate, the employee may request in writing, to the appropriate University representative, to have the record corrected. The University shall notify the employee in writing of the correction or refusal to correct.

Article 36

TRAINING AND DEVELOPMENT

A. General

The University may permit employees to attend career-related or position related development programs. In each case payment of fees, duration of released time and status of released time as time on pay or non-pay status is the discretion of the University.

B. Required Training

When the University requires attendance at an educational or training program, the University will pay the fees and related costs. Education or training, which is suggested or recommended, but not required, is not "required" within the meaning of this Article. Education or training for the acquisition or maintenance of a license shall not qualify as "required" within the meaning of this Article.

C. Fee Reduction

Non-probationary employees in career positions who are residents of the State of California and who are admitted to the University are eligible for a two-thirds reduction of both the University registration fee and the University educational fee per quarter or semester, for up to nine units or three regular session University courses, per quarter or semester, whichever is greater.

D. Incidental Services

An employee so registered shall not be eligible for the services or facilities of counseling centers, gymnasias, or student health services incidental to such reduced-fee registration.

E. Other Programs

Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.

F. Approval

Participation in educational or training programs during scheduled work hours must be approved by the University in advance.

G. Disputes

Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article 20, but shall not be subject **to** the Arbitration Procedure of the Agreement, Article 21.

Article 37

NO STRIKE – NO LOCKOUT

A. No Lock-out

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

B. No Strike

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, including sympathy strikes, or 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 concerted activities of any kind in violation of this Article.

C. Union Commitment to Maintaining Critical Services

In addition, the Union agrees to maintain critical services in the event of any activity by any individual(s) or labor organization(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 at the UCSD Medical Center and Clinics; (2) research facilities at UCSD and Scripps Institution of Oceanography; (3) computer operations at UCSD and UCSD Medical Center; 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.

D. Violation of this Article

Should any activities in violation of this Article occur, the Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference. Such affirmative action shall include the immediate written notice to all employees in the unit, at their work and 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. Further, the Union agrees to operate and maintain critical services as described above.

Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

Article 38

DEATH PAYMENTS

A. In addition to University-paid life insurance, upon the death of an eligible employee of the University a sum equal to the salary of the deceased for (1) one month shall be paid to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partner, child or children, parent or parents; or siblings. If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. This payment is in addition to any other benefit provided under a pension or retirement plan in effect for the deceased person.

B. Eligible Employee

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

Article 39

INSURANCE & RETIREMENT BENEFITS

A. Benefits

Eligible employees in this unit may participate in a number of benefit programs generally available to non-management, non-supervisory, non-confidential, non-academic employees of the University who are not exclusively represented. The current benefits and contribution levels for each plan are available from the Benefits Office or online at the University's website.

B. Plan Alterations

The University may, at its option, alter its health and welfare programs and/or the University of California Retirement Plans (UCRP). Such alterations include, but are not limited to altering the coverage, rate of contribution, eligibility criteria or carrier of these plans. If the University chooses to alter these plans as they apply to other employees described above, such changes will apply to employees covered by the Agreement.

C. Notice to Union

The Union will be notified of any such changes before they are implemented by the University. Upon request by the Union, the Union and the University will meet and consult on the proposed changes.

Article 40

SHIFT DIFFERENTIAL

A. Second Shift Differential

An eligible employee who works second shift (3:00 p.m. to 11:00 p.m.) shall receive one dollar (\$1.00) per hour in addition to his/her regular hourly rate of pay.

B. Third Shift Differential

An eligible employee who works third shift (11:00 p.m. to 7:00 a.m.) shall receive one dollar, twenty-five cents (\$1.25) per hour in addition to his/her regular hourly rate of pay.

C. A shift differential shall be paid for all hours of a shift when one half of the shift or at least four (4) hours are worked after 4:00 p.m. and before 7:00 a.m.

D. Variable Shifts

An employee who is scheduled to work a variable work week shall receive one dollar, twenty five cents (\$1.25) per hour differential pay for each day worked in that week. A variable work week is one in which an employee works various shifts within that week.

Article 41

APPRENTICESHIP PROGRAM

The University and Union agree to establish a joint apprenticeship program between the parties, the terms and conditions of which are set forth in Appendix V. of the Memorandum of Understanding.

Article 42

WAGES

The University of California, San Diego agrees to increase the wages of employees in the UCSD Skilled Crafts Unit as follows:

- A. Effective October 1 of each of the fiscal years 2005-6, 2006-7 and 2007-8, if approved by the Governor and the Legislature, the University will provide a base building increase to each bargaining unit employee equal to the amount set forth below.

2005-2006	3%
2006-2007	3%
2007-2008	4%

- B. In addition to the increases listed in paragraph A. above, if any, employees shall receive the following increases:

<u>TITLE</u>	<u>EFFECTIVE DATE</u>		
	<u>Oct. 1, 2005</u>	<u>Oct. 1, 2006</u>	<u>Oct. 1, 2007</u>
*Lead Maintenance___ Electrician, Systems Operator, Plumber, Sheetmetal Worker, Maintenance Mechanic	5%	3%	0%
Maintenance ___ Electrician, Systems Operator, Plumber, Sheetmetal Worker, Maintenance Mechanic	5%	3%	0%
Lead Central Utility Plant Operator	5%	3%	0%
Central Utility Plant Operator	5%	3%	0%
Lead Elevator Mechanic	5%	3%	0%
Elevator Mechanic	5%	3%	0%
*Lead Maintenance __ Carpenter, Locksmith, Painter			

Lead Maintenance ___ Carpenter, Locksmith, Painter	6%	5%	0%
Maintenance ___ Carpenter, Locksmith, Painter	6%	5%	0%

C. Lead Pay Differential

*The University will maintain an approximate 7.5% differential between the lead and journey level classifications.

Designation by craft titles, as used in this Article, 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 these designations.

A. Apprentice Wage Structure

The University will pay apprentice craft employees the following percentage of their respective craft wage rates:

First six months.....	sixty percent	(60%)
Second six months.....	sixty-five percent	(65%)
Third six months	seventy percent	(70%)
Fourth six months	seventy-five percent	(75%)
Fifth six months	eighty percent	(80%)
Sixth six months.....	eighty-five percent	(85%)
Seventh six months.....	ninety percent	(90%)
Eighth six months.....	ninety-five percent	(95%)

E. Specialty Assignments

1. The following are designated as specialists:

- a. High Voltage Electrician
- b. Controls Specialist

2. The University shall have the sole discretion to determine who shall be designated as specialists
3. An employee assigned as a specialist shall be compensated in an amount equal to five (5) % of his/her base pay, during the period of time that he or she is designated by the University as a specialist.
4. An employee shall be designated and compensated for no more than one specialty at a time.
5. This provision shall be implemented upon the effective date of the M.O.U.

F. Healthcare Certification Differential:

1. Full-time and part-time career employees working in the UCSD Healthcare Facilities Engineering and Planning Department will receive certification differential pay when:
 - a.) The employee obtains Mechanic Education and Certification for Healthcare (MECH) at the senior level or equivalent as determined by management; and
 - b.) the employee maintains current certification.
2. Qualifying full-time career employees will receive fifty-five dollars (\$55.00) per month and qualifying part-time employees will receive a prorated amount on the basis of their appointment rate.
3. This provision shall be implemented upon the effective date of the M.O.U.

G. Special Awards

The University retains the right to determine the basis for special awards, including but not limited to payments for meritorious performance, recognition, incentive and bonus payments and to exercise sole discretion as to the granting, timing, amount, distribution and frequency of such awards and payments.

The University retains the right to provide or discontinue the provision of award programs or other payments to employees in this bargaining unit during the term of this agreement or during the period of time following the expiration of the agreement.

Article 43

SEVERABILITY

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

Article 44

WAIVER

- A. The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited 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 and unqualifiedly waived the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
- B. The University and the Union agree that this Agreement supersedes and replaces the expired labor agreement between the University of California, San Diego and IUOE Local 501 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 shall terminate and no longer apply.

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Article 45

DURATION

A. Effective Date

This Memorandum of Understanding shall become effective on March 9, 2005, and shall remain in effect until 11:59 p.m. on September 30, 2008.

B. Renewal

This Agreement shall automatically renew itself unless either of the parties requests in writing that negotiations for a successor Agreement commence.

C. Request for Negotiations

Notification of a request to commence negotiations for a successor agreement shall be submitted by either party at least ninety (90) days prior to the expiration of this Agreement, unless the parties mutually agree to reduce the ninety (90) day notification period. While negotiations for a successor agreement are continuing, this Agreement shall remain in full force and effect.

EXECUTION OF AGREEMENT

TITLE	BASE RATE 10/1/2004	BASE RATE 10/1/2005	BASE RATE 10/1/2006	BASE RATE 10/1/2007	
Carpenter, Locksmith, Maintenance_(A), Painter	\$20.32 \$3,536.00	\$22.19 \$3,861.00	\$24.00 \$4,176.00	\$24.96 \$4,343.00	hourly monthly
Lead Carpenter, Locksmith, Maintenance_(A), Painter	\$21.84 \$3,801.00	\$23.85 \$4,150.00	\$25.79 \$4,487.00	\$26.82 \$4,667.00	hourly monthly
Electrician, Maintenance_(B), Maintenance Mechanic, Plumber, Sheet Metal Worker, Systems Operator	\$23.11 \$4,021.00	\$24.99 \$4,348.00	\$26.51 \$4,613.00	\$27.57 \$4,797.00	hourly monthly
Lead Electrician, Maintenance_(B), Maintenance Mechanic, Plumber, Sheet Metal Worker, Systems Operator	\$24.84 \$4,323.00	\$26.86 \$4,674.00	\$28.50 \$4,959.00	\$29.64 \$5,157.00	hourly monthly
Elevator Mechanic	\$26.61 \$4,631.00	\$28.78 \$5,008.00	\$30.53 \$5,312.00	\$31.75 \$5,525.00	hourly monthly
Lead Elevator Mechanic	\$28.61 \$4,979.00	\$30.94 \$5,384.00	\$32.82 \$5,711.00	\$34.14 \$5,940.00	hourly monthly
Central Utility Plant Operator	\$24.73 \$4,302.00	\$26.75 \$4,655.00	\$28.38 \$4,938.00	\$29.51 \$5,135.00	hourly monthly
Lead Central Utility Plant Operator	\$26.59 \$4,626.00	\$28.76 \$5,004.00	\$30.51 \$5,309.00	\$31.73 \$5,521.00	hourly monthly

MEMORANDUM OF NEGOTIATIONS

LOCATION OF BULLETIN BOARDS FOR SKILLED CRAFTS UNIT

Housing and Dining Services

Main hallway of the Mesa office

Maintenance shops:

Revelle: Argo Hall ground floor

Muir: Apartments K level

Marshall: Ocean View Terrace

ERC: Café Ventanas Basement

Warren: Brown Hall, and Matthews

Medical Center

Thornton: lunch room in facilities central plant spaces

Hillcrest: shop spaces in laundry building

Physical Plant Services

At the Campus Services Complex:

Electric Shop Break Room

Lock Shop, Paint Shop: Shared bulletin board near the paint shop break room

Sign Shop

Carpenter Shop/Construction Services

Sheetmetal Shop

Fleet/Garage Repair Shop: Training Room Fleet Services

On Campus:

Central Utility Plant Break area

East Zone Maintenance Shop: BSB room B-236 break room, west wall

West Zone Maintenance Shop: 2B lunch room, west wall next to Metasys computer

SIO Maintenance Shop: T-40 maintenance shop, east wall next to e-mail computer

RIMAC Maintenance Shop

Price Center: Adjacent to the loading dock

University

RIMAC – Sports

CRAFTS APPRENTICESHIP PROGRAM

UNIVERSITY OF CALIFORNIA, SAN DIEGO

AND

STATE EMPLOYEES' TRADES COUNCIL (SETC - UNITED

ARTICLE 1--Purpose and Policy

The University of California, San Diego hereby declares its purpose and policy to establish an organized, planned system of apprenticeship. These apprenticeship standards have been adopted and agreed upon by the University of California, San Diego (referred to hereinafter as the "University") and the State Employees Trade Council, SETC UNITED (referred to hereinafter as the "Union") to govern the employment and training of apprentices in the trades and crafts herein.

ARTICLE 2--Trades and Crafts

Carpenter	DOT 860.381 022
Electrician	DOT 824.261 010
Elevator Mechanic	DOT 825.281 030
Locksmith	DOT 709.281 010
Painter	DOT 840.381 030
Plumber	DOT 862.381 030
Sheetmetal Worker	DOT 804.281 010
Systems Operator	
Central Utility Operator	

ARTICLE 3--Jurisdiction

These standards shall apply to the University and Union signatory hereto, and to all apprentice agreements executed hereunder.

ARTICLE 4—Joint Apprentice & Training Com. (JATC)

In accordance with the Collective Bargaining Agreement between the University and the Union, a Joint Apprentice & Training Committee (referred to hereinafter as the “JATC”) is hereby established to monitor the administration and supervise the enforcement of these standards. The JATC will consist of two persons appointed by the University and two (2) craftspersons appointed by the Union. In addition, the JATC may consult other experts in the field, such as education consultants as it deems appropriate and necessary. Such consultation will be advisory only.

ARTICLE 5--Functions and Responsibilities

The JATC shall have the following functions and responsibilities:

- 1) To meet on call, but not fewer than every six months; to record and maintain the minutes of each meeting. Upon mutual agreement of the University and the Union, there may be additional meetings of the JATC.
- 2) To ensure an efficient program of apprenticeship through systematic on-the-job training with related and supplemental instructions.
- 3) To monitor and supervise the administration and the enforcement of these standards.
- 4) To establish and accurately maintain adequate apprenticeship and training records, including hours of work experience and attendance at related training classes.

- 5) To review the periodic evaluations and recommendations provided by University supervisors and the classroom instructors for the following purposes, among others:
- (a) to approve the advancement of an apprentice and advance salary step increase for up to six (6) months where merited by previous related work experience and/or previous related vocational education. Such advancement may only occur at the time of appointment to the apprentice position,
 - (b) to approve regular advancement as demonstrated by satisfactory progress in the program,
 - (c) to hold back the advancement of an apprentice and delay salary step increase for up to a maximum of six months when warranted by inadequate or unsatisfactory progress in the program as demonstrated by on-the-job performance and/or classroom performance.
 - (d) to recommend to the Cognizant Department head the termination of the apprenticeship agreement when an apprentice has demonstrated an inability to complete the program, or his/her progress is not adequate to maintain scheduled advancements beyond the maximum hold back.
- 6) To counsel and advise apprentices on program objectives. Any apprentice may request, in writing, a meeting with the JATC to seek advice or present problems he or she may be encountering in the program.
- 7) To approve and recommend alternate curriculum on a case-by-case basis.

- 8) To maintain a signed copy of each apprenticeship agreement and provide copies to all parties to the agreement.
- 9) To determine when apprentices have completed their training and to certify the satisfactory completion of each apprentice to the Cognizant Department Head. Certification must include a valid journey level license where required by law.
- 10) To submit the UCSD-SETC Crafts Apprenticeship Program to the State of California, Department of Industrial Relations, Division of Apprenticeship Standard (DAS) for review and approval as a State-Certified Program.

In the event that the JATC cannot reach agreement on an issue pertaining to its functions and responsibilities as outlined in this article above, the matter in question will be submitted to the Assistant Vice Chancellor for Human Resources, who shall render a decision. The above functions and responsibilities which have been delegated to the JATC do not limit or preclude the University from the normal exercise of its management rights, including but not limited to, the right to discipline apprentices.

ARTICLE 6--Selection Procedure

The University shall have the sole discretion to determine the number of craft apprentices. Whenever the University determines that an apprentice position is to be filled, the selection will be made in accordance with UCSD Skilled Crafts Agreement. The University shall have the sole discretion to determine the number of craft apprentices. Whenever the University determines that an apprentice position is to be filled, the selection will be made in accordance with the UCSD Skilled Crafts Agreement. The University may select apprentices from among internal and external candidates. External candidates who are selected must serve a six month probationary period.

Internal candidates must:

- 1) be a UCSD employee, who has held a career appointment for at least eighteen continuous months immediately preceding application,
- 2) be currently evaluated as a satisfactory or better employee.
- 3) be able to pass a test designed to determine aptitude for the specific craft to be apprenticed,
- 4) be able to pass an oral interview designed to determine suitability and potential for success in the program, and
- 5) not currently be in an apprentice position or terminated from any other apprentice position.

The selection committee may recommend to the JATC accelerated advancement of the apprenticeship where merited by previous work experience and/or related vocational education pursuant to Article 5, Section 5 (a) of these standards. In the event that the JATC cannot reach agreement on any decision pertaining to its functions and responsibilities as outlined in this article above, the matter in question will be submitted to the Assistant Vice Chancellor for Human Resources, who shall render a decision.

ARTICLE 7--Apprentice Agreement

- 1) The standard term of apprenticeship is forty-eight months (four years).
- 2) Each apprentice shall be required to sign an apprentice agreement which sets forth the intent of the

University and the apprentice to abide by the requirements set forth in these standards.

- 3) Each apprentice agreement shall be signed by the apprentice and the Cognizant Department Head.
- 4) Each apprentice shall be furnished with a copy or given an opportunity to study these standards before signing the apprentice agreement. These standards shall be considered a part of the apprentice agreement as though expressly written therein.

ARTICLE 8--Apprenticeship Duties

- 1) Each apprentice shall receive such instruction and experience in the trade as is necessary to develop the skills, knowledge, and abilities required of a UCSD crafts person. He/she shall also perform other duties on the job that are commonly related to shop responsibilities.
- 2) Wherever possible, work experience and vocational educational will be coordinated to take place concurrently. Each apprentice shall satisfactorily perform all assigned work and learning requirements both on-the-job and in related instruction.
- 3) Each apprentice shall be evaluated by the JATC at least every six (6) months of the program to determine whether the apprentice is fulfilling the vocational and educational requirements of the program. If at any time the apprentice is not satisfactorily meeting the educational and/or vocational objectives he/she shall be so informed by the JATC and, normally, be given one six (6) month extension to meet the requirements. Failure to meet the requirements will result in termination from the apprenticeship program and dismissal from employment without access to the grievance or arbitration procedures of the labor agreement. Under unusual circumstances, the University may, at its discretion, consider other options for employment.

- 4) Each apprentice shall be responsible for keeping a daily record of time spent in each on-the-job training assignment or work area and shall submit this record to the JATC during his/her periodic review.
- 5) Each apprentice shall be responsible for having his/her transcript submitted to the JATC at the end of each semester.
- 6) Each apprentice is required to comply with all the rules and regulations which apply to the University employees and failure to do so may result in disciplinary action in accordance with the UCSD skilled crafts agreement.

ARTICLE 9--Working Conditions

All provisions of the UC/SETC Agreement shall apply to apprentices except for the following:

- 1) Apprentices shall have access to the grievance procedure of the Agreement, Article 20, but shall not have access to the Arbitration Procedure, Article 21. Grievances that remain unresolved at Step 2 of the grievance procedure may file an appeal with the Director of Labor Relations, who shall forward the grievance to the Joint Apprentice Training Committee (JATC) for a decision. If a majority of the JATC cannot reach a decision, the grievance shall be submitted to the Assistant Vice Chancellor for Human Resources, who shall render a decision.
- 2) Article 9, Performance Evaluation, shall have no application to apprentices.
- 3) Article 10, Promotions & Transfers, shall have no application to apprentices.

- 4) The parties agree that the words “work schedule(s)” wherever they appear in Article 7, Hours of Work, shall not include scheduled courses of related and supplemental instruction, except for any course of instruction which is given on a job site during work time.
- 5) The parties agree that “overtime” as defined in of Article 8, Overtime, shall not include time spent by apprentices in connection with any course of related or supplemental instruction except for any course of instruction given on a job site during work time.

ARTICLE 10--On-The-Job Training

- 1) Each apprentice shall be supervised by the craft superintendent/supervisor and will work under the direction of a journey level craftsperson.
- 2) Each apprentice will be trained in the use of new equipment, materials, and process as they come into use at the University in the apprentice’s craft.
- 3) Each apprentice shall satisfactorily complete 8000 hours of on-the-job training.

ARTICLE 11--Vocational Training

- 1) Each apprentice shall participate in related and supplemental instruction normally scheduled outside of work hours.
- 2) The related and supplemental instructions shall include appropriate safety recommendations of the Environment, Health & Safety Department and other recognized trade safety practices and accident prevention, including first aid and CPR.

- 3) Related and supplemental instruction will not be less than 144 hours per year.
- 4) Time spent in classroom instruction outside normal working hours will not be considered time worked and will not be compensated.
- 5) Two unexpected absences in any given course is cause for immediate termination of the apprenticeship agreement and dismissal from employment.
- 6) Course must be completed with a grade “C” or better in order to be credited toward the program. Apprentices will be required to submit a copy of course transcript to the JATC at the end of each semester.
- 7) In an apprentice fails to receive a grade “C” or better in a course, he/she shall at the discretion of the JATC, be given the opportunity to repeat the course one time. Failure to demonstrate adequate academic progress will result in termination of the apprenticeship agreement and dismissal from employment. Under unusual circumstances, the University may, at its sole discretion, consider other options for employment.
- 8) The cost of tuition, fees, books and related industrial expenses are the responsibility of the apprentice. The apprentice may submit a request to the University to cover the cost of the aforementioned costs pursuant to the terms of the Training and Development Article of the labor agreement.
- 9) A schedule of required classroom training for each craft will be attached hereto and made a part of this agreement.

10) Courses are available through the San Diego Unified School District, local community colleges, and programs sponsored by SETC.

ARTICLE 12--Work Processes

A schedule of the on-the-job training requirements for each craft will be attached hereto and made a part of this agreement.

ARTICLE 13 --Wage Structure

A craft apprentice shall be paid the following percentages of his/her respective craft wage rate as set forth in the UCSD Skilled Crafts Agreement:

first six months	sixty percent	(60%)
second six months	sixty-five percent	(65%)
third six months	seventy percent	(70%)
fourth six months	seventy-five percent	(75%)
fifth six months	eighty percent	(80%)
sixth six months	eighty-five percent	(85%)
seventh six months	ninety percent	(90%)
eighth six months	ninety-five percent	(95%)

Upon completion of the program and approval by the JATC, an apprentice shall receive the respective journey level rate of pay.

Nothing in this Article shall be construed to override any responsibility or authority granted to the JATC to accelerate or hold back the advancement of an apprentice as set forth in Article 5 of these standards.

ARTICLE 14--Completion Certificate

A certificate of completion will be issued to each apprentice by the Cognizant Department Head and the SETC-UCSD JATC upon satisfactory completion of the apprenticeship program as approved by the JATC and the SETC-UCSD JATC.

If the SETC-UCSD Apprentice Program becomes State-Certified, then a certificate of completion will be issued by the State Division of Apprenticeship Standards (DAS) to graduate apprentices.

-EXECUTION OF AGREEMENT

The foregoing agreement between State Employees' Trade Council-United, 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.

STATE EMPLOYEES' TRADE COUNCIL-
UNITED

John Connor Date
Business Manager

Michael P. Melman Date
UC San Diego
Chief Negotiator

Patrick Hallahan Date
Consultant