

ARTICLE 1  
AGREEMENT

A. Recognition

1. The Regents of the University of California, a corporation (hereinafter "the University") recognize the American Federation of State, County and Municipal Employees (hereinafter "AFSCME") as the sole and exclusive collective bargaining representative of Santa Cruz Skilled Craft employees included within the collective bargaining unit certified by the Public Employment Relations Board in Case No. SF-PC-1050 on November 21, 1983, (excluding all supervisory, managerial and confidential employees) for the purpose of meeting and conferring with respect to wages, hours, and terms and conditions of employment as specified by the Higher Education Employer-Employee Relations Act.
2. The parties acknowledge that it is the policy of the State of California to encourage the pursuit of excellence in teaching, research and learning through the free exchange of ideas among the faculty, students and staff of the University of California. To this end, the parties, while recognizing AFSCME as an exclusive bargaining agent, acknowledge the right of the University to meet for purposes of information and idea exchange, with committees, councils, groups, caucuses and ad hoc organizations when the subject matter of such meetings is not limited to the occupational community of interests of the bargaining unit covered by this Agreement.
3. Participants in such meetings shall not be deemed to be meeting under the auspices of HEERA, nor shall such participants be required to adhere to the obligations and responsibilities enumerated under HEERA. Further, the result of such meetings shall in no way require or allow the University on its own action to change or alter the provisions of this Agreement.

B. Purpose of Agreement

1. It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of HEERA and provides for orderly and constructive employment relations in the public interest, in the interests of the University, and the interests of the employees represented by AFSCME.
2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to the employer-employee relationship which exists between them relative to the scope of bargaining.

C. Reclassification From Unit To Non-Unit Positions

In the event that the University determines that a position should be reclassified or designated for exclusion with the result that the position would be removed from the unit, it shall notify the Union in writing. If the Union wishes to meet to discuss the position, it will so advise the University within fifteen (15) calendar days of the receipt of the notice. The meeting will include the employee whose job is in question, Union representatives and University representatives to review the contents of the employee's job. The meeting will be held within fifteen (15) calendar days of the Union's request. The parties will also present their views and attempt to reach agreement on which appeals procedure provided in D and E below will be used to resolve the dispute should the Union appeal the position. Within ten (10) calendar days after the meeting, the Union will notify the University if it wishes to appeal the position reclassification or designation for exclusion and, if no agreement has been reached, which appeal procedure will be used.

D. Expedited Arbitration

1. Selection of Arbitrator and Scheduling of Hearing

Within five (5) working days of the Union's notice to the University, that it wishes to use the Expedited Arbitration procedure, the arbitrator shall be selected by mutual agreement or by the alternate striking of names. The hearing shall be held within two (2) weeks of the arbitrator's selection or, if that is not possible, on the arbitrator's first available date thereafter, provided that if the arbitrator has no available date within four (4) weeks, another arbitrator shall be selected.

2. Pre-Hearing Submission and Conduct of the Hearing

- a. Unless the parties mutually agree to the contrary, each party shall have up to two (2) hours to present its case, but may reserve up to one-half (1/2) hour of such time to respond to the other party's presentation. The presentation may be made by way of statement by the party's representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall not apply. No transcript or recording shall be kept.
- b. Following the presentations by the parties, up to two (2) hours may be spent in an on-site review of the position or positions in question during which either party or the arbitrator may ask the employee or employees questions about the responsibilities of the position or positions.
- c. The burden of proof and proceeding in this Arbitration Procedure shall be that of AFSCME.

3. Decision and Precedence

- a. The arbitrator shall issue a written award within three (3) working days after the close of the hearing. During this period, the arbitrator may convene the parties for up to an additional two (2) hours if the arbitrator wishes to raise additional questions.

- b. The award shall not include a written opinion and, unless the parties mutually agree to the contrary, shall answer only the issue of whether the job or classification in question should be placed within the bargaining unit. It shall be final and binding but shall not be used as a precedent in any other case.

4. Standards

Included in the standards to be used by the arbitrator in reaching his/her decision shall be the following:

- a. All management, supervisory, and confidential employees as defined by the Higher Education Employer-Employee Relations Act are excluded. Employees who hold any management, supervisory, or confidential appointment, regardless of the percentage of time worked in such appointment, are excluded.
- b. All UC student employees whose employment is contingent upon their status as students are excluded.
- c. All employees whose employment is principally outside of the State of California are excluded.

5. Costs

The fee and expenses of the arbitrator shall be shared equally by the parties.

- E. The Union may elect to resolve disputes regarding exclusion of positions from the bargaining unit through the PERB Unit Modification Procedures.

F. New Classes

- 1. When the University creates a new class and title within the occupational subgroup included in this bargaining unit, the University shall mail a notice to the Union of the bargaining unit assignment, if any, of such class. The Union shall have thirty (30) calendar days after mailing of such notice to contest the University's assignment. If the Union contests the assignment, the University and the Union shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the class. If the parties are unable to reach agreement, the dispute shall be submitted to PERB pursuant to Regulation 32781(a)(2) for resolution. If the Union does not contest the bargaining unit assignment within the thirty (30) calendar day notice period, the unit assignment of the new class shall be deemed agreeable to the parties and PERB shall be so advised. Bargaining unit assignments made by the University which are contested by the Union shall remain as originally assigned by the University until such time

2. If the inclusion of a new class within the bargaining unit covered by this Agreement is agreed to by the parties or found appropriate by PERB, the University shall assign a pay rate to the class.
3. Assignment by the University of the pay rate to a new class as indicated above shall be consistent with the then-existing compensation and classification methodologies utilized by the University.
4. If the inclusion of a new class in the bargaining unit is agreed to by the parties or found appropriate by PERB but the University's determination of the pay rate is questioned by the Union, the Union shall, within fifteen (15) calendar days of the inclusion determination, request in writing that the University meet to discuss the pay rate for the class. If such a request is made, the parties shall meet within thirty (30) calendar days of the request.
5. Pending discussion, if any, of the pay rate for a new class the pay rate originally assigned by the University shall remain in effect. An unquestioned rate or the rate determined appropriate by the University subsequent to any discussion with the Union shall be the rate assigned to the new class. Such rates shall not be subject to Article 6 - Grievance Procedure, nor Article 7- Arbitration Procedure, of this Agreement.

G. Abolition of Classifications

The University agrees to inform AFSCME when classifications are abolished.

ARTICLE 2  
DEFINITIONS

A. Career Positions and Employees

A career position is a position established for one year or more at a fixed or variable percentage of time and fifty percent (50%) or more of full time. An employee appointed to a career position shall be considered a career employee.

B. Employee

The term employee(s) as used in the Agreement shall mean only an employee(s) within the collective bargaining unit certified by the Public Employment Relations Board in Case No. SF-PC-1050 on November 21, 1983, as indicated below:

<u>Title Code</u>	<u>DOS Code</u>	<u>Job Title</u>
8151	-	Inspector-Planner-Estimator
8174	CPT	Physical Plant Mechanic – Carpenter
8174	LCP	Physical Plant Mechanic – Carpenter Lead
8174	SCP	Physical Plant Mechanic – Carpenter Specialist
8174	ELC	Physical Plant Mechanic – Electrician
8174	LEL	Physical Plant Mechanic – Electrician Lead
8174	SEL	Physical Plant Mechanic – Electrician Specialist
8174	HVA	Physical Plant Mechanic – HVAC
8174	LHV	Physical Plant Mechanic – HVAC Lead
8174	SHV	Physical Plant Mechanic – HVAC Specialist
8174	KEY	Physical Plant Mechanic – Locksmith
8174	LKE	Physical Plant Mechanic – Locksmith Lead
8174	SKE	Physical Plant Mechanic – Locksmith Specialist
8174	PTR	Physical Plant Mechanic – Painter
8174	LPT	Physical Plant Mechanic – Painter Lead
8174	SPT	Physical Plant Mechanic – Painter Specialist
8174	PBR	Physical Plant Mechanic – Plumber
8174	LPB	Physical Plant Mechanic – Plumber Lead
8174	SPB	Physical Plant Mechanic – Plumber Specialist
8174	PPO	Physical Plant Mechanic – Power Plant Operator
8174	LPP	Physical Plant Mechanic – Power Plant Operator Lead
8174	SPP	Physical Plant Mechanic – Power Plant Operator Specialist

DOS Code is the description of service code used to identify specific trades in the Skilled Crafts bargaining unit.

C. Working Days

Working days means any Monday through Friday in which the campus administrative offices are officially open for business. Working days do not include holidays.

D. Calendar Days

Calendar days means any Monday through Sunday including holidays.

E. Pay Status

Pay status includes time worked and paid leave such as sick leave, vacation leave, holidays, military leave, compensatory time off and administrative leave with pay.

F. Break in Service

A break in service is any separation from employment status. In addition, a break in service occurs, effective the last day on pay status, whether or not a separation form is

submitted, when an employee is off pay status for four (4) complete, consecutive calendar months without an approved leave without pay or temporary layoff.

A return to pay status from an approved leave without pay or temporary layoff, during a period of right to recall, or on the next working day following a separation is not a break in service. See also Article 25 - Medical Separation.

### ARTICLE 3 PAYROLL DEDUCTIONS

#### A. DUES DEDUCTION

##### 1. GENERAL CONDITIONS

Upon receipt of a written authorization from AFSCME or an employee covered by this Agreement, the University will deduct from the employee's pay the monthly amount certified by AFSCME to be the dues required for the employee's membership in the Union. The employee's authorization must be provided on a form agreed upon by the parties. Such individual authorization shall be effective only as to dues becoming due after the dates of delivery of the authorization form and accomplishing of the appropriate programming/payroll information on the employee requesting deduction, however the time for appropriate programming shall in no case exceed 45 calendar days from the date of delivery of the authorization form. The amount deducted for payment of such dues shall be 1.25% of an individual employee's retirement gross salary up to maximums as established by AFSCME. Any change in the percent or maximum amount of dues shall be in accordance with 2. below. Such deduction, unless there are insufficient net earnings to cover said deduction, shall be made monthly or, where applicable, more frequently than monthly in accordance with University payroll procedures in existence at the time and location the deduction is made. The amount of the deduction shall be certified to the University in writing, by AFSCME.

##### 2. DUES AMOUNT CHANGE

AFSCME may change the certified dues amount once per calendar year, and all costs associated with accomplishing such changes in the dues amount (machine, programming, etc) shall be paid by AFSCME at the same rates that apply to other employee organizations described in the University Accounting Manual. Any annual changes in the amount to be deducted for AFSCME dues shall be certified to the University, in writing, at least 45 calendar days prior to the effective date of the dues amount change. The University shall provide AFSCME with estimated costs and an estimated time of completion and AFSCME shall pay the agreed-upon costs before the University makes the change.

### 3. NEW DEDUCTIONS

New individual authorizations for a AFSCME payroll dues deduction must be presented to the designated campus office and the appropriate deduction will commence as soon thereafter as the authorization for such deduction is entered into the locations' payroll system, in no case later than 45 calendar days.

### 4. CANCELLATION OF DEDUCTIONS

Bargaining unit members who are members of AFSCME on or after the effective date of this Agreement who wish to withdraw from Union membership may do so during a period of thirty (30) days after the effective date of this Agreement, and during the annual window period (except there shall be no annual window period in 2002) which shall be thirty (30) days prior to the annual anniversary date of the Agreement (July 1) by filing a written notice with the University. Withdrawal notices received by the University at other times during the effective contract dates shall be returned to the bargaining unit employees by the University.

## B. ORGANIZATIONAL SECURITY FEE, EFFECTIVE JUNE 1, 2000

### 1. ORGANIZATIONAL SECURITY

University employees in the bargaining unit who are not members of AFSCME and not paying dues through payroll deduction, as a continued condition of employment, shall be required to pay an agency fee service fee. The amount of the agency fee service fee shall not exceed the monthly dues that are payable by members of AFSCME. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to AFSCME.

### 2. ORGANIZATIONAL SECURITY FEE CHANGE

AFSCME may change the certified agency fee service fee amount once during the calendar year, or as may be required by law, and all costs associated with accomplishing such changes in agency fee service fee amounts (machine, programming, etc.) shall be paid by AFSCME. Any changes in the amount to be deducted for the agency fee service fee shall be certified to the University, in writing by the President of AFSCME at least 45 calendar days prior to the proposed effective date of the fee change. Estimated costs and time of completion shall be provided to AFSCME within 30 days of AFSCME's written request. Following agreement on the cost and time, AFSCME shall pay the cost and the University shall complete the changes.

### 3. EXEMPTION FROM ORGANIZATIONAL SECURITY FEE

Any employee in this unit who is a member or, as long as AFSCME is responsible for administering conscientious objector status, an observant 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 AFSCME as a condition of employment. AFSCME shall determine the validity of the

employee's status as a conscientious objector status. If AFSCME agrees to the objector status of the employee it shall provide to the University, upon request, proof of payments made to Charitable Organizations.

C. INFORMATION TO ACCOMPANY REMITTANCE

The University shall remit at least monthly to AFSCME in the form of a remittance to an address designated by AFSCME an amount representing the authorized dues deductions, agency fee service fees and other designated deductions. The University shall submit a standard deduction report which shall contain an alphabetical listing of the AFSCME members and fee payers for whom payroll deductions were made. The report shall include the employee identification number, employee name, amount withheld and, earnings that are the basis for the deduction. The report shall be provided electronically via the *ftp* site or on paper if not available electronically. Any costs associated with AFSCME requested changes in the deduction report referenced above shall be fully paid by AFSCME.

D. FEES FOR PROVIDING PAYROLL DEDUCTIONS

The University for each remittance to AFSCME shall charge AFSCME and deduct from the agency fee service fee total being remitted \$.07 per employee for whom fee deductions are being made and \$10.00 for each remittance. These costs shall continue to be charged to AFSCME for check remittance unless the parties agree otherwise. If electronic transfer is accomplished and no check is provided, the cost to initiate the process and cost per transfer shall be paid by AFSCME according to the University Accounting Manual with respect to employee organizations.

E. CORRECTION OF ERRORS

If the University fails to make authorized deductions of union dues, agency fee service fees or other authorized deductions or any part thereof, or fails to remit to AFSCME such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. The University shall refund to AFSCME any deductions it has erroneously failed to remit. From the time AFSCME notifies the University in writing of any such errors, or if the University becomes aware of such errors, the University shall have 45 days to make the corrections. If after an additional 45 days the University does not make the agreed-upon corrections and AFSCME incurs direct costs, the University will reimburse AFSCME for reasonable, documented costs incurred to make corrections for only University errors. If there is not agreement on the correction or the costs, AFSCME may grieve the matter only as a union grievance.

It is expressly understood and agreed that AFSCME shall refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to AFSCME.

F. OTHER DESIGNATED FUNDS

Payroll deduction shall be made for AFSCME-sponsored insurance programs pursuant to the provisions of the University's Accounting Manual requirements as Special set forth in "regulations for Non-University Insured Benefit Program".

Upon presentation of a signed authorization form, executed by the employee, the University agrees to an additional voluntary check off for PEOPLE, an AFSCME Union program known as "Public Employees Organized for Political and Legislative Equality." The University shall deduct the amount indicated on a mutually agreed form and remit the same to AFSCME.

G. INDEMNIFICATION

It is specifically agreed that the University assumes no obligations or liability, financial or otherwise, pursuant to payroll deduction other than those specified in this article and in applicable law.

ARTICLE 4  
ACCESS

A. GENERAL PROVISIONS

The parties acknowledge that it is in the union's interest that it be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting union meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing bargaining unit members of union activities. In the interest of facilitating these purposes, and in accordance with local campus procedures, the parties agree to this Article.

B. ACCESS BY THE UNION/UNION REPRESENTATIVES - GENERAL PROVISIONS

1. Designated union representatives who are not University employees may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit members matters pertaining to this Agreement. In the case of visits for the purpose of conducting unscheduled meetings with bargaining unit members, the union representative shall give notice upon arrival in accordance with local campus procedures.
2. AFSCME will furnish the University with a written list of all AFSCME representatives, AFSCME designated employee representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner by AFSCME and any changes, additions or deletions to the list must be made in writing to the University.

3. Internal union business such as membership recruitment, campaigning for union office, handbilling or other distribution of literature, and all other union activities shall take place during non-work time. Employee rest and meal periods are non-work time for the purposes of this Article.
4. The University reserves the right to require a University representative to accompany the Union representative to, into and from areas where operational requirements or other restrictions do not permit unlimited access

C. EMPLOYEE REPRESENTATIVES (Shop Stewards)

1. The University shall recognize AFSCME designated employee representatives (Shop Stewards) who are members of the bargaining unit. The function of the AFSCME Shop Stewards shall be to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
2. For the purposes of receiving paid release time as provided in Article 6, Grievance, AFSCME may designate a total of up to three (3) bargaining unit members as AFSCME Shop Stewards. AFSCME shall not designate more than one Shop Steward each from Craft Operations (Physical Plant), Heating Plant (Physical Plant), or Lick Observatory (Mt. Hamilton) or per other campus department.

D. The University retains the right to enforce access rules and regulations in accordance with campus procedures. The types of sanctions which may be imposed upon the Union as a result of a University determination that an access rule or regulation has been violated include, but are not limited to:

1. expulsion of and denial of access to the particular non-employee officer(s) or representative(s) of AFSCME who violated the rule(s) or regulation(s) for a specified period of time or permanently;
2. denial of access to and discipline of University employee AFSCME representative(s) who violate the rule(s) or, regulation(s);
3. loss of Union posting privileges on University bulletin boards for a specified period of time;
4. loss of University facility privileges for a specified period of time.

E. Bulletin Boards

1. The University will provide for the exclusive use of the AFSCME Skilled Crafts Unit one bulletin board in the crib, one in the shop building on Mt. Hamilton, one in the Natural Sciences II Woodshop, and one in Hagler Hall.

2. Material posted on these bulletin boards will be dated and initialed by the Union representative responsible for the posting and a copy of all materials posted must be provided to the campus Labor Relations Office at the time of posting.

F. Mail Service

1. 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.
2. In locations where individual employee mailboxes exist, the Union may use such boxes provided:
  - a. the boxes are in non-work areas;
  - b. access is otherwise consistent with the access provisions of this Agreement;
  - c. the use complies with applicable campus rules and regulations.
3. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with prescribed University mail policy. With regard to AFSCME placing materials in the mailboxes of individual employees, the contents of such mailings shall relate to the matters listed below:
  - a. Union recreational and/or social affairs;
  - b. Union appointments;
  - c. Union elections;
  - d. results of Union elections;
  - e. Union meetings;
  - f. rulings or policies of the International Union; and
  - g. reports of Union standing committees.
4. Union use of the University mail systems involved shall in no way obligate the University to pay for or to provide the cost of postage or any other delivery charge. It shall be the responsibility of the local union president to ensure the Union complies with all governmental and University rules and regulations related to mail.
5. The Union agrees to indemnify, defend and hold the University harmless against any claims made of any nature and against any suit instituted against the

University arising from the bulletin board and/or mail delivery privileges provided in this Article.

G. Telephone Use

1. On a call-by-call basis, with express permission from the immediate supervisor, local union officers may use existing University telephones for the sole purpose of conducting union business which is specifically authorized by Section H, Article 6 - Grievance Procedure of this Agreement. No calls of any type shall be made which result in a charge other than the local rate for the call. Conference calls or calls involving tolls, long distance charges or utilizing such systems as ATSS or Erickson shall not be made. The frequency and duration of permitted phone calls shall not be such as to interfere with or disrupt the employee's completion of work assignments, nor impair the efficiency of University operations. The University may keep a record and log of union use of the telephone system. Employee's work telephone numbers shall not be listed on any union literature or in any union publication.
2. In the event phone use by an employee is disruptive to the accomplishment of the employee's assigned work or to University operations, the employee's ability to use the University's telephone facilities shall be terminated.

H. Use of University Facilities

AFSCME shall be granted use of general purpose meeting rooms. Such use shall be in accordance with campus policy and arranged in advance with the campus Labor Relations Office and will not be unreasonably denied. Room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for purposes such as teaching, or patient care-related purposes or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative.

I. Leave of Absence for Union Business

1. Upon at least thirty (30) calendar days advance written request from AFSCME and the employee, one AFSCME-represented employee shall be granted a leave of absence without pay to engage in Union business. Such leaves of absence shall be for a period of not less than one year.

During the leave of absence the employee shall be in a "without pay and without benefits" status and during the term of the leave of absence the University shall in no way be obligated to provide pay or benefits for the employee. The University, due to operational requirements, may postpone the date such leave of absence without pay is scheduled to begin.

2. Under no circumstances shall the University be required to return such employee to an active employment status with the University prior to the completion of the stated duration of the leave of absence. The duration of the leave of absence shall

be specified at the time the employee commences the leave. No such leave shall be granted unless the written request specifies the duration of the leave. In no situations shall the leave of absence be granted for a period of more than three (3) years. At least forty-five (45) calendar days prior to the completion of the stated term of the leave of absence, the Union shall notify the University of the employee's intent to return to the University's employ and the employee shall likewise so advise the University.

Upon return, the employee shall be placed in the same position from which the employee took the leave of absence and at the rate of pay which would place the employee at the same relative position in the range for the position as that range exists when the employee returns.

Placement of the employee in his/her previous position shall be consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay.

## ARTICLE 5 NON-DISCRIMINATION IN EMPLOYMENT

- A.
1. The provisions of this Agreement shall be applied to all members of the bargaining unit within the limits imposed by law or University regulations without regard to race, color, religious belief or non-belief, marital status, national origin, sex, sexual orientation, physical or mental disability, medical condition (cancer-related or genetic characteristics), political affiliation, union activity or status as a covered veteran (Vietnam-era veteran or disabled 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) or, because of age or citizenship.
  3. Neither the University nor AFSCME shall discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation.
- B. If the Union appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the Union's notice must include an Acknowledgement and Waiver Form signed by the affected employee. The Acknowledgement and Waiver Form will reflect that the employee has elected to pursue arbitration as the exclusive dispute resolution mechanism for such claim and that the employee understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 7, - Arbitration, will be extended by 30 days for said grievances to enable the employee to make an informed choice.

C. No settlement, remedy or decision regarding an alleged violation of this Article shall require a punitive action, monetary or otherwise, or the imposition of discipline upon any employee of the University whether or not such employee is a member of the bargaining unit covered by this Agreement.

D. Grievances which allege sexual harassment

With regard to alleged violations of this Article involving an assertion of sexual harassment, the University and AFSCME agree that employees covered by this Agreement may elect, as a substitute and in lieu of Step 3 of Article 6 - Grievance, to use the campus sexual harassment resolution procedure.

ARTICLE 6  
GRIEVANCE

A. Preamble

It is the intention of the University and AFSCME to encourage and facilitate the resolution of alleged violations of this Agreement in an expeditious manner and at the lowest possible level. The parties further agree that no employee shall be subject to reprisal for using or participating in the Grievance Procedure.

B. Definition

A grievance is defined as an alleged violation during the term of the Agreement of an express written provision of this Agreement.

C. Eligibility

A grievance may be filed by an individual employee, a group of employees or by AFSCME on its own behalf or on behalf of an individual employee or groups of employees. The University may not file a grievance under this Article. The University shall have no obligation to consider and an Arbitrator shall have no jurisdiction to hear or decide a formal grievance which is not received in accordance with these procedures and within the time limits.

D. Consolidation of Grievances

At the mutual agreement of the University and AFSCME, grievances may be consolidated for purposes of this Grievance Procedure.

E. Representation

1. An employee grievant shall have the right to be represented at all steps of the Grievance Procedure by one representative of the employee's choice, including

AFSCME, except that such representative shall not be a University employee who has been designated by the University as supervisory, managerial or confidential.

2. Should an employee or a group of employees choose a representative other than an AFSCME representative, the University shall provide AFSCME with a copy of the written grievance, inform AFSCME of the designation of the non-AFSCME representative, and advise AFSCME of any proposed resolution. Proof of service shall accompany such notification. Any comment which AFSCME wishes to make on a proposed resolution must be received in writing by the University before the end of the tenth working day after the date of the notification of AFSCME of a proposed resolution. The University shall not implement the proposed resolution of the grievance until timely receipt and review of any AFSCME comments.

## F. Procedure

### 1. Informal Review

Step 1. As soon as practicable, the grievant shall discuss the grievance with his/her immediate supervisor who shall attempt to effect an informal resolution of the matter. If the grievance is not resolved through discussion with the immediate supervisor, the employee may seek additional discussion, as set forth below.

Step 2. The grievant may seek additional discussion with the Superintendent of Lick Observatory (Mount Hamilton), the Building and Utility Services Senior Superintendent, the Assistant Dean of Natural Sciences, or the U.C. designee, as appropriate, under the same conditions as are provided in Step 1, above.

Status of Informal Resolutions. Informal resolutions, although final, shall not be precedent-setting. Settlement offers proposed at any step by either party shall not be raised by a party in subsequent steps of the Grievance Procedure and shall not be admissible as evidence at arbitration.

Time Limits. Attempts at resolution of the grievance at Step 1 or 2 do not extend the time limits for filing a formal grievance as described below, unless an exception is granted in advance and in writing by the designated Campus official.

### 2. Formal Review

Step 3. If the grievance is not resolved at an informal step, the grievant may file a formal grievance for a written response by the Director of University of California Observatories/Lick Observatory, the Director of Physical Plant, the Dean of Natural Sciences, or the U.C. designee, as appropriate. The grievance must be filed in writing on a form mutually agreed upon by the University and AFSCME. The written grievance must be received by the campus Office of Labor Relations within twenty (20) working days of the date on which the grievant or AFSCME knew or could have been expected to have known of the event or circumstance giving rise to the grievance. If the grievance concerns

dismissal, the grievance must be filed within five (5) working days after the issuance of the notification of the dismissal. Grievances involving dismissal may be introduced at Step 3 of this Procedure.

The formal written grievance must include a clear and concise statement of the grievance by indicating: 1) the provision(s) of the Agreement allegedly violated; 2) the action being grieved and the way in which it violated these provisions; 3) the date on which the alleged violation took place; 4) the date on which the grievant and/or AFSCME became aware of the alleged violation; 5) the identification of the grievant(s) who were adversely affected by the alleged violation; and 6) the date as of which AFSCME or the grievant(s) seeks to make any remedy or award effective.

The Director of University of California Observatories/Lick Observatory, the Director of Physical Plant, the Dean of Natural Sciences, or the U.C. designee, as appropriate, shall render a written decision within ten (10) working days of their receipt of the formal grievance. A copy of this decision will be mailed to the grievant(s) and AFSCME. Proof of Service indicating the date on which the decision was mailed must accompany the decision. Such date of mailing shall be the "date of issuance" of the decision. The decision of the Director of University of California Observatories/Lick Observatory, the Director of Physical Plant, the Dean of Natural Sciences or the U.C. designee becomes final on the tenth working day after its issuance unless the grievance is appealed to Step 4, as set forth below. Decisions at this level shall not set precedent.

Step 4. If the written decision does not resolve the grievance, a copy of the grievance shall be submitted by the grievant to the campus Office of Labor Relations within ten (10) working days of the date of issuance of the response by the Director of University of California Observatories/Lick Observatory, the Director of Physical Plant, the Dean of Natural Sciences, or the U.C. designee, as appropriate.

Labor Relations Review. Within ten (10) working days from receipt of the appeal to Step 4 the campus Office of Labor Relations shall complete a review of the grievance. If either the grievant, AFSCME, or the designated management official requests a meeting, one shall be conducted as soon as reasonably possible to discuss the grievance. The grievant must, at this step, present all facts, allegations and evidence relevant to the grievance which were reasonably known and available at the time.

Decision. The campus Office of Labor Relations shall render a written decision within ten (10) working days following the close of the review. Copies of the decision will be mailed to the grievant(s) and AFSCME. A Proof of Service indicating the date on which the decision was mailed must accompany the decision. Such date of mailing shall be the "date of issuance" of the decision. The decision of the campus Office of Labor Relations becomes final on the fifteenth working day after issuance of the decision unless the designated management official receives a written request for arbitration prior to that date.

G. Extension of Time Limits

The time limits specified in this Article may be extended by mutual agreement of the University and AFSCME, in writing, in advance of the expiration of the time limits. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last University response to the grievance. If the University does not respond to a grievance within the applicable time limits, the grievance may proceed to the next step in the Grievance Procedure.

H. Pay Status

So long as the request for release time is received in advance, an employee who is a grievant or a representative shall be granted reasonable release time with pay for meetings convened to resolve grievances during the regular work time of the grievant or representative. Such meetings are limited to: 1) one-on-one meetings between a grievant and a representative concerning a filed grievance, or an alleged violation of this Agreement which is at the informal review and resolution stage of this article; 2) meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievances are presented/signed or with whom time limit agreements are achieved; 3) informal review and resolution meetings held pursuant to this Article. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses shall be released from work with reasonable advance request and shall be granted release time with pay for reasonable time spent in meetings required by this grievance procedure.

Release time shall not be used for: research; witness interviewing; document collection, writing, or preparation; preparation or writing of briefs or other statements of positions or agreements; activities or efforts which are not directly identifiable as the specified, authorized activities indicated in this Section.

It is understood that to the extent possible, the amount of time an employee spends away from his or her assigned duties and workplace in authorized meetings shall be kept to a minimum. Whenever possible, such meeting shall take place during the employee's break or meal period. In the event it is necessary for such meetings to occur during work time prior approval to meet must be obtained by the employee from his/her immediate supervisor who shall take into account operational needs, when considering such requests.

ARTICLE 7  
ARBITRATION

A. Procedure

A request for arbitration may be made only by AFSCME and only after exhaustion of the grievance procedure. The request for arbitration must be received by the campus Office of Labor Relations within fifteen (15) working days of the date of the issuance of the University response at Step 4 of the Grievance Procedure (Article 6). The request must be submitted by AFSCME, and must set forth the issues and remedies remaining unresolved. Proof of Service must accompany these submissions. AFSCME shall not introduce new issues, allegations, evidence or facts at the arbitration hearing. Prior to the arbitration AFSCME and the University shall attempt to stipulate to the issue(s) to be arbitrated. Settlement offers made during the Grievance Procedure shall be excluded from use in arbitration. The arbitration hearing shall be closed unless the parties otherwise agree in writing. The Voluntary Labor Arbitration Rules of the American Arbitration Association effective January 1, 1984, shall apply to all arbitrations raised under this Article except as provisions herein govern.

B. Selection of Arbitrator

A list of seven (7) names shall be requested from the American Arbitration Association in a manner to be jointly agreed upon by the University and AFSCME. The American Arbitration Association Rules concerning Appointment from Panel shall apply except that if the parties fail to agree upon any of the persons named on the lists, the parties will request a new list and the procedures for Appointment from Panel will be repeated.

C. Conduct of Arbitration

1. The Arbitration proceeding shall provide an opportunity for AFSCME and the University to examine and cross examine witnesses under oath and to submit relevant evidence. Relevant material to be introduced 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 five (5) working days prior to the hearing.
2. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. 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. The arbitrator shall be limited to the interpretation of the Agreement regarding the issues submitted and shall have no power to add to, delete from, or otherwise alter the terms of the Agreement.

If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and benefits received from any source, including, but not limited to, Workers' Compensation and Unemployment

Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding.

D. Pay Status

Whenever an arbitration hearing or a meeting convened by the University and AFSCME to resolve the arbitration is scheduled during the regular work time of an employee who is a grievant or witness required to be present reasonable release time with pay shall be granted so long as the request for release time is received in advance. Employee time spent at these meetings shall be considered time actually worked. Time spent in meetings outside the employee's scheduled work time shall not be on pay status. Time spent in investigation and preparation for arbitration shall not be on pay status although reasonable release time for witness interviewing may be granted at the discretion of the University. The University may, at its sole discretion, require that such release time be documented to indicate a record of the person(s) with whom the representative met, the identification of the arbitration issue involved, where the meeting took place, the length of the meeting, and the total time used by the representative for the activity being reported.

E. Back Pay and Monetary Reimbursement Liability

Except as otherwise specifically provided, the University will not be liable on a grievance claiming back wages or other monetary reimbursement for:

1. any period of time during which an extension of time limits has been granted at the request of AFSCME; or
2. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by AFSCME; or
3. any period of time greater than twenty (20) working days prior to the date of the Informal Review, Step 1, or of the written Formal Grievance at Step 3, in the case of expedited procedure.

F. Arbitration Costs

The American Arbitration Association fee for its services in the selection of and notice to the arbitrator shall be borne equally by the parties. 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. If the arbitrator requires stenographic or other services or facilities, the parties shall share the expenses for these.

G. Extension of Time Limits

The time limits specified in this Article may be extended by mutual agreement of the University and AFSCME, in writing, in advance of the expiration of the time limits.

H. Location of the Hearing

AFSCME and the University shall mutually agree to the hearing place and shall inform the arbitrator in writing of the place where the arbitration is to be held.

ARTICLE 8  
DISCIPLINE AND DISMISSAL

A. Application

A non-probationary career employee may be disciplined for misconduct, failure to perform satisfactorily, or for any other just cause. The parties acknowledge and accept the concept of progressive discipline, where appropriate.

B. Types and Manner of Discipline

1. The University may discipline an employee, without providing notice of intent by oral reprimand or written warning. The University may also discipline an employee by suspension without pay for up to five (5) working days, without providing notice of intent. The University shall have the right to suspend or dismiss employees without prior warning for performance or conduct of a serious nature which the employee knows or reasonably should have known was unacceptable or unsatisfactory. An oral reprimand is not subject to the Grievance or Arbitration Procedure of this Agreement.
2. Written notice of intent to suspend for more than five (5) working days, to demote, to decrease salary or to dismiss shall be given to the 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, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the University in writing of any change in such address. Whether delivery is made in person or by mail, the notice of intent shall include a Proof of Service by Mail indicating the date on which the notice of intent was personally delivered or mailed. The date of such Proof of Service by mail shall be the "date of issuance" of the notice of intent. Such notice shall include the following information:
  - a. the intended disciplinary action; the reason for the disciplinary action, and the effective date of the action
  - b. a copy of the charges and material upon which the intended disciplinary action is based;
  - c. notification that the employee has a right to respond either orally or in writing, to whom to respond, and that the response must be received within six (6) working days from the date of the issuance of the notice of intent by the employee; and
  - d. notification that the employee has the right to representation.

3. After receipt of the employee's timely response, if any, the University shall notify the employee of any action to be taken within ten (10) working days. Such action 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.

C. Investigatory Leave

1. The University may place an employee on paid investigatory leave without prior notice in order for the University to review or investigate allegations of employee misconduct which, in the University's view, would warrant relieving the employee immediately of all work duties.
2. The investigatory leave must be confirmed in writing to the employee. The confirmation shall include the expected duration of the leave.

D. Right to Representation

An employee shall have the right to have a representative present during a meeting held with the employee during which the purpose is to determine whether discipline is appropriate or not. The employee shall be notified of his/her right to representation and given reasonable time in which to contact a representative.

E. Personnel Records

At the written request of the employee, record(s) of disciplinary actions shall be removed from an employee's personnel file(s) after two consecutive years during which there has been no further disciplinary action related to the original incident, except that any records of demotion or salary decrease shall remain in the personnel file(s) and shall not be removed. Suspensions for more than ten (10) working days shall remain in the personnel file(s) for a period of five (5) years and after which shall be removed at the written request of the employee.

ARTICLE 9  
PERSONNEL FILES

- A. An employee shall, upon written request to the University, have the opportunity to review his/her personnel file(s) within a reasonable time in the presence of a representative of the University. At the time of such request the supervisor, to the extent he/she is aware of the location(s) of such files, shall inform the employee of the location of the file(s).
- B. 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 immediate supervisor shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity. An AFSCME representative may accompany, pursuant to H. of Article 6 -

Grievance Procedure, the employee when the employee is reviewing his/her personnel file(s). Alternatively, an individual employee may authorize a designated AFSCME representative to review the employee's personnel file(s) on the employee's behalf. Such written authorization shall be valid for a period of thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the employee, whichever is later.

- C. Copies of letters of warning and/or disciplinary action shall, upon being placed in the employee's personnel file(s), be provided to the employee. Employees' written comments, if any, regarding such letters shall be placed in their personnel file(s). Such comments shall not require the University to change or alter the letters or the actions indicated by the letters.
- D. 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 or confidential information relating to transfers or promotions of the employee out of his/her bargaining unit, nor shall the employee or his/her representative be entitled to review documents related to internal University labor relations or personnel policy or Agreement applications.
- E. Pursuant to University procedures, 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.

## ARTICLE 10 HIRING

- A. When the University intends to fill a vacant bargaining unit position, job announcements will be posted at each worksite for at least fourteen (14) calendar days prior to the final filing date for the position. Applications are to be submitted to the Personnel Office by the deadline stated in the job announcement. Job announcements will state the salary, duties and status of the vacant position and qualifications required.
- B. If the University determines that a sufficiently diverse applicant pool exists within the campus from which to draw applicants for promotional vacancies within the unit, an internal campus only recruitment shall be conducted. If conducted, job announcements will be posted at each worksite for at least fourteen (14) calendar days. If no qualified bargaining unit employee applies for a vacant promotional position within the time period indicated, the University will commence open recruitment. In considering an employee for promotion, the University shall consider the employee's University work performance and experience.
- C. The University shall give consideration to providing promotional opportunities for career employees in the bargaining unit. In considering an employee for promotion, the University shall consider the employee's University work performance and experience. In those cases where the department head determines the qualifications of an applicant

who is currently a University employee and the qualifications of an external candidate are essentially equal, the department head shall reconsider the credentials (including but not limited to, the resume, application, a written recommendation from the employee's supervisor, and/or interview responses, if any) of the University employee applicant(s).

- D. The University's determination on whether the applicant pool is sufficiently diverse to justify internal recruitment is neither grievable nor arbitrable.

## ARTICLE 11 DEVELOPMENT

- A. The University permits employees to attend career-related or position-related development programs. These programs may include, but are not limited to, campus Employee Development offerings and industry-based training programs which are available to all qualified employees. Each employee in the unit may submit to his/her immediate supervisor individual career- or position-related training opportunities in which he or she is interested in pursuing. The supervisor will discuss the proposed training opportunities with the employee and within the limit of operational needs and budgetary limits, the University will attempt to accommodate the proposed program. Payment of fees, duration of release time and status of release time as time on pay status or time actually worked is at the sole discretion of the University. Travel time associated with attendance of development programs will be compensated in accordance with Article 18.I. A meal allowance for travel in excess of 12 hours will be provided in accordance with Article 31.A. For travel of 12 hours or less, a meal allowance may be approved for meals that are an integral part of the development program.
- B. When the University requires attendance at an education 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. If new licensure requirements are introduced for any position within the Bargaining Unit, the University shall pay the fees and provide release time on pay status for affected employees. Education and training shall be considered during the annual performance evaluation process although there is no requirement that evaluations contain education and training objectives.
- C. Non-probationary career employees who are residents of the State of California and who are admitted to the University of California, Santa Cruz, 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 (9) units or three (3) regular session University courses, per quarter (or six (6) units or two (2) regular session University courses per semester), whichever is greater. An employee so registered shall not be eligible for the student status services or facilities of counseling centers, gymnasiums, or student health services.
- D. Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.

- E. Participation in educational or training programs during scheduled work hours must be approved by the University in advance.
- F. Disputes arising from this Article shall not be subject to the Arbitration Process of this Agreement.

## ARTICLE 12 SENIORITY

Unless otherwise specified, seniority as used and applied in this Agreement shall be based on the total amount of time on pay status within the Santa Cruz campus Skilled Craft bargaining unit. University of California employment prior to service in the Skilled Craft bargaining unit titles shall not be counted. Employment prior to a break in service shall not be counted.

## ARTICLE 13 PROBATIONARY EMPLOYEES

### A. Probationary Period

1. All career employees shall serve a probationary period of six (6) calendar months of continuous service (actual work) at one-half time or more without a break in service. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. A career employee who has successfully completed a probationary period who is transferred, promoted or reclassified into this collective bargaining unit shall not serve an additional probationary period.
2. At the sole discretion of the University, an employee's probationary period may be extended. Such an extension shall be for a specific period of time not to exceed three (3) months. At least seven (7) calendar days prior to the extension, the employee and AFSCME shall be informed in writing of the reason(s) for and the period of the extension.

### B. Release During Probationary Period

Any time prior to the completion of the probationary period an employee may be released for any reason at the sole discretion of the University and without recourse to the Grievance or Arbitration Procedure(s) of this Agreement.

### C. Probationary Period Credit

An employee who converts from limited appointment to a career appointment, shall serve a probationary period in accordance with the following: A converted employee who has worked in the same job prior to the conversion will have such time in that position applied against their probationary period. For the purposes of this provision, "same job" means a job in the same department/unit and with the same supervisor. A converted

employee who has worked in a “substantially similar job” prior to the conversion, shall receive three (3) months service credit towards completion of the probationary period in the new career position.

## ARTICLE 14 LIMITED APPOINTMENTS

### A. Definition

A limited appointment is established at any percentage of time, fixed or variable during which the appointee is expected to be on pay status for less than 1,000 hours in a rolling 12-month period.

### B. General Provisions

1. Employees in limited appointments are at will, except that the University will not release limited appointment employees for the sole purpose of denying them career status. The release of a limited appointment employee because the position lacks funding, or for other work-related reasons, does not constitute a release designed to deny a limited appointment employee career status.
2. If a limited appointment employee attains one thousand (1,000) hours of qualifying service within a rolling 12 months, without a break in service of at least 120 consecutive calendar days, the incumbent’s appointment shall convert to a variable career appointment of at least 50% time.
  - a. Qualifying service includes all time on pay status in one or more limited appointments at the campus. Pay status shall not include any on-call, premium, or overtime hours.
  - b. Such career conversion shall be effective on the first day of the month following attainment of 1,000 hours of qualifying service.
  - c. Employees who have been converted to career appointments shall serve a probationary period in accordance with Article 13 – Probationary Employees.
  - d. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1,000-hour requirement.
3. Conversion to career status, as provided in 2. above, shall not occur when:
  - a. the employee is hired as a replacement for another person who is on an extended leave that exceeds the 1,000 hours; 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;

d. or the employee was hired specifically to work on a short-term project lasting no more than 1 year.

C. Disputes

1. Employees in limited appointments may be released or have their time reduced at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement except:
  - a. when a limited appointment employee has been released after working greater than 1,000 hours in a rolling 12-month period; or
  - b. when a limited appointment employee has been released for the sole purpose of denying career status.
2. AFSCME shall bear the burden of proof when raising any allegation that a limited appointment employee’s release is grievable/arbitrable.

ARTICLE 15  
STUDENT EMPLOYEES AND VOLUNTEERS

It is the policy of the University to provide jobs for students to assist them in obtaining an education and to use volunteers to enhance provision of services. It is the intent of the University to use student employees and volunteers to supplement and assist, but not displace, the regular work force.

ARTICLE 16  
CONTRACTING OUT

- A. Nothing in this article shall be interpreted as prohibiting action which must be taken to establish or maintain eligibility for any federal program, contract or grant where ineligibility would result in a loss of federal funds to the University of California.
- B. Except as provided below, the University of California will not contract out services that result in the layoff of bargaining unit employees.
  1. Examples of instances in which a contract for such services may be appropriate include:

- a. The need to obtain special services and equipment that are not available internally;
  - b. The need to obtain special expertise or efficiencies that are better provided through an outside contractor than by the University; and
  - c. Financial necessity.
2. Where financial necessity is the reason for the exception, before contracting for work which is fully or partially supported from state funds, the University shall first seek funding from the Legislature to address the financial necessity.
  3. When the University has determined to contract for services it will provide AFSCME's Local 3299 Director or Designee with a copy of any RFP as soon as feasible after it is issued. Such notice shall demonstrate the appropriateness for the contract, in accordance with section B above.
    - a. If AFSCME asks to meet with the University about the proposed contract for services, such a meeting will occur as soon as practicable following the University's receipt of the request. The meeting will not delay the commencement of the contract.
    - b. If AFSCME believes that the University failed to comply with the provisions of Section B above, it can file a formal complaint with the Office of the President, Office of Labor Relations. The Office of the President shall make the final determination as to whether the contract meets the conditions in Section B. The Office of the President decision is not grievable or arbitrable.
- C. When a bargaining unit employee who is notified of layoff or released because the University entered into a contract for services that s/he performed, the University will make available another position for which the employee is qualified. Where the provisions in this article are inconsistent with the provisions of Article 30, Layoff/Reduction in Time/Recall, the provisions of this Article and Section shall control.
1. The available position shall be offered at the same duration, percent time, and appointment type held by the employee when s/he was displaced (probationary, limited, or career).
  2. The available position shall be offered at the same base rate of pay earned by the employee when s/he was laid off or released.
  3. The right to be offered a position pursuant to this section shall begin on the date an employee is notified of her/his layoff or release.
  4. The right of an employee to be offered a position pursuant to this section shall terminate upon acceptance or refusal of the offered position at the same base rate of pay.

5. A non-probationary career employee who refuses an offered position at the same base rate of pay shall be placed in layoff status. Probationary or limited employees who refuse an offered position at the same base rate of pay shall be released.
- D. The provisions of Article 16 – Contracting Out – shall become effective when the language contained in the 2001-2002 budget for the State of California, University of California Supplemental Language, Item 6440-001-0001, Paragraph 4. *Contracting Out*, expires, including any renewal of this language in subsequent budgets during the life of this Agreement, or is waived by the Legislature for the University of California.

## ARTICLE 17 PERFORMANCE EVALUATION

- A. The performance of each employee shall be evaluated periodically, in accordance with a process established by the University.
- B.
1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to the provisions of Article 6 - Grievance Procedure of this Agreement. Such grievance concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through Step 4 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and revision of the rating(s) in question.
  2. Disputes arising regarding the performance evaluation of employees, including but not limited to the form, timing, procedure, impact, and effects, shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement, with the exception of Section B.1. above.

ARTICLE 18  
HOURS OF WORK

A. Standard Workweek

The standard workweek consists of seven (7) consecutive days. The standard workweek begins Saturday morning (12:01 a.m.) and continues to midnight the following Friday.

B. Alternate Workweeks

Alternate workweeks may be established by the University after meeting and conferring with AFSCME. If the parties cannot agree to the alternate workweek after the meet and confer process prescribed by HEERA, the University may implement the alternate workweek.

C. Standard Work Schedule

The standard work schedule for full-time employees shall normally be eight (8) hours of work per day on five (5) consecutive days excluding meal periods. An employee's normal work schedule cannot be changed solely for the purpose of avoiding the payment of premium overtime unless such a change is mutually agreed upon.

D. Alternate Work Schedule

Alternate work schedules may be established by the University.

Employees may request alternate work schedules, in writing from the University. Such requests may be granted or denied, in writing, by the University. Denial of an alternate work schedule request is not subject to the Arbitration Article of this Agreement.

Prior to effecting a temporary change of over three months to an alternate work schedule, the University shall give reasonable notice to the affected employees and AFSCME and will provide the opportunity for AFSCME to discuss the change with the University. The University shall have no obligation to provide notice to AFSCME about changes in work schedules of three (3) months or less or about temporary changes in work schedules requested by the employee.

Prior to effecting a permanent change to an alternate work schedule, the University shall meet and confer with AFSCME. If the parties cannot reach agreement about the terms of the change after the meet and confer process prescribed under HEERA, the University may implement the alternate work schedule. The University shall have no obligation to notice or meet and confer with AFSCME about permanent changes requested by the employee.

E. Meal Periods

Work schedules for full-time employees shall provide for the workday to be broken at approximately mid-point by a meal period of not less than thirty (30) minutes and not more than sixty (60) minutes.

Meal periods shall not count as time worked unless employees are required to remain on the job at a work station during their normally scheduled meal period. Employees who are required to return to work during a meal period shall be paid for the entire meal period, not to exceed sixty (60) minutes, that was interrupted and not rescheduled. If an employee is required to return to work during a meal period, the meal period will be treated as time worked for purposes of computing overtime.

F. Rest Periods

Rest periods not to exceed fifteen (15) minutes may be granted to employees no more than twice during an eight (8) hour shift or three (3) times for a shift of ten (10) hours or more. Rest periods shall be granted unless operational necessity requires that they be denied. If operational necessity dictates that the employee must work through the scheduled rest period, the employee may request an alternate break or rest period from the supervisor. Such requests for an alternate rest period shall not be unreasonably denied. The rest period shall not be taken at the beginning or end of a work day. Rest periods not granted or granted and not used shall not be accumulated. The combining of rest periods with meal periods shall be at the sole, non-grievable discretion of the department.

At the request of the employee, and at the sole, nongrievable discretion of the department, two rest periods may be combined to allow for one thirty (30) minute rest period and one thirty (30) minute meal period, equally spaced throughout the work day.

Prior to a rest period, reasonable time will be granted to safely secure the job site.

G. Call Back Time

"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 one (1) hour after the completion of the regular work schedule. An employee who is called back shall receive credit for a minimum of four (4) hours of work time. The four (4) hours, whether or not actually worked, will be paid at the appropriate rate.

H. Preparation and Clean-up Time

The University shall determine when preparation and clean-up time is necessary for employees. If the University determines that such preparation and clean-up time is necessary, preparation at the beginning and clean-up before meal periods and at the end of each work day on pay status will be allowed.

I. Travel Time

Travel between an employee's home and the workplace is not considered time worked. Travel on University business during an employee's normal working hours (including travel during those hours on the employee's day off) is considered time worked. Travel outside normal working hours is considered time worked when it occurs on a scheduled day of work and is to or from a work location outside the normal commuting area of the assigned workplace. Other travel may be designated as time worked at the discretion of the Building and Utility Services Senior Superintendent for Physical Plant, the Director of Mt. Hamilton Operations at Lick Observatory, the Assistant Dean of Natural Sciences, or the Assistant College Administrative Officer for Crown College Facilities, as appropriate.

- J. Each employee will be given notice of his or her standard work schedule and week.
- K. Resident employees of the Lick Observatory at Mount Hamilton who elect to clean their own wood-burning stove chimneys will be granted up to two hours of regular work time per calendar year for such purpose.

## ARTICLE 19 OVERTIME

### A. General Provisions

1. The University shall decide when overtime is needed. Overtime must be approved in advance by the University in order to be compensated. The University shall notify employees that overtime is available as soon as practicable after the need for overtime is determined. Employees shall work overtime when such work is assigned.
2. The University will attempt to distribute overtime in a fair and equitable manner. When the University determines the need for overtime, the University will solicit volunteers to work the overtime. When there are two or more employees requesting to work the overtime, assignment of that overtime shall be based on greatest seniority. If there are no volunteers, the assignment to work the overtime will be based on inverse order of seniority among those employees at the same location who normally perform the work involved.
3. The University may, at its discretion, assign overtime work to employees irrespective of seniority who possess skills, knowledge, or abilities which are not possessed to the same degree by other employees in the department/division and which are necessary to perform the required work.
4. Upon the written request of AFSCME, the University shall monitor the assignment of scheduled overtime for specified craft shops(s) for a period not to exceed three months and provide to the union the following information: the

overtime offered, the date(s) the overtime was offered, any special skills required, the name(s) of the employee(s) offered the overtime, and whether or not the overtime was refused or worked. This information shall be posted on the shop bulletin board.

B. Definition

Overtime is work which exceeds the hours of an employee's regular full-time daily schedule on pay status or exceeds forty (40) hours on pay status in a workweek. Overtime hours do not count toward accumulation of sick leave, vacation, holiday or retirement system credit. Overtime hours are not compensated at the one and one-half time rate unless the conditions described in Section C.1, below, are met.

C. Overtime Compensation

1. Employees shall be compensated at two distinct rates for overtime as follows:
  - a. For hours of work over forty (40) worked in a workweek, overtime will be compensated at the rate of time and one-half the straight time hourly rate of pay. For purposes of this Article only, time spent on vacation, sick leave, and holidays with pay will be considered time worked. Time spent on jury duty and compensatory time off with pay will also be considered as time worked for purposes of this article.
  - b. All other overtime shall be compensated at the straight time hourly rate.
2. When an employee is employed at more than one rate of pay, overtime earned at the time and one-half rate may be calculated based on the employee's weighted average hourly rate or based on the rate in effect when the overtime is worked, at the option of the University.

Overtime may be compensated at the appropriate rate by either compensatory time off or pay at the option of the University, as appropriate.

Compensatory time off shall be scheduled and taken within two (2) six (6) month bank periods (January 1 - June 30; July 1 - December 31). Accumulated hours of overtime, if not taken as compensatory time off within the bank period in which it is earned or in the bank period following that in which it is earned, shall be paid in the next regularly scheduled pay period at the employee's then current rate unless an extension has been granted by mutual consent of the employee and the University. No more than one hundred sixty (160) hours of overtime which requires compensation at the time and one-half rate (that is, two hundred forty (240) hours of compensatory time off) may be accumulated at any one time. An employee shall be paid for hours of overtime which exceed this 160 hour limit.

Upon separation from employment, employees shall be paid at their then current rate of pay for all accumulated overtime earned at the straight time rate; however,

accumulated overtime earned at the time and one-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 of employment, whichever is higher.

- D. The overtime rotation lists which apply to Physical Plant employees shall be maintained for the purpose of assigning overtime in accordance with Article 18.G. Call Back Time.
- E. There shall be no double payment of overtime hours.

## ARTICLE 20 HOLIDAYS

- A. The University observes the following days as administrative holidays:
  - 1. New Year's Day
  - 2. Third Monday in January (Martin Luther King, Jr. holiday)
  - 3. Third Monday in February (or an announced equivalent)
  - 4. Last Monday in May
  - 5. Fourth of July
  - 6. Labor Day
  - 7. Veterans Day
  - 8. Thanksgiving Day
  - 9. Friday following Thanksgiving Day (or an announced equivalent)
  - 10. December 24 (or an announced equivalent)
  - 11. Christmas Day
  - 12. December 31 (or an announced equivalent)
  - 13. One (1) administrative holiday to be selected by the University.

Unless an alternate day is designated by the University, when a holiday falls on a Sunday, the following Monday is observed and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday.

- B. A full-time employee is eligible for holiday pay if the employee is on pay status the last scheduled work day before the holiday and the first scheduled work day after the holiday. To be eligible for holiday pay, a part-time employee must work at least one-half of the working hours in the month. An eligible part-time employee shall receive proportionate holiday pay based on total hours on pay status in the month, excluding holiday hours.
- C. An employee required to work on a holiday as listed above will receive one and one-half times his/her regular rate of pay for hours worked. In addition, an eligible employee shall receive, at the University's option, either compensatory time off or pay for the holiday at the regular straight-time rate, including, where applicable, shift differential.
- D. At the option of the University, an employee whose regular day off falls on a holiday listed above shall receive either eight (8) hours of holiday pay at the regular straight time rate or another day off.
- E. An employee who works an alternate full-time work schedule is entitled to the same number of holidays and the same number of paid holiday hours as the employee would be granted if he or she worked a regular full-time schedule.
- F. A new or rehired full-time employee shall receive pay or compensatory time off for any holiday immediately preceding the employee's first day of work if the holiday is the first working day(s) of the month. A terminating full-time employee shall receive holiday 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.
- G. When an approved leave without pay or a temporary layoff does not exceed twenty (20) calendar days, including holidays, a full-time employee shall receive pay for any holiday which occurred during that period.
- H. In addition to the holidays listed above, an employee may observe a special or religious holiday if the University determines that work schedules permit by charging time off to accrued overtime, accrued vacation or leave without pay. Requests for such observation shall be granted on the basis of operational needs and requirements and shall not be denied unreasonably.

ARTICLE 21  
VACATION

A. Vacation Credit

- 1. Until and unless the campus converts to the hourly factors set forth in A.2 below, the existing location practices will remain in effect.
- 2. If the campus chooses to implement the Factor Accrual System set forth below, an eligible employee shall earn vacation credit each month or quadri-weekly

cycle (i.e., two consecutive bi-weekly pay periods) based on the number of hours on pay status for that month or quadri-weekly cycle at the following rates:

Years of Qualifying Service	Per Hour on Pay Status*	Approximate Yearly Earning**	Maximum Accumulated Balance
Less than 10	.057692	15 days	240 hours
10 but less than 15	.069231	18 days	288 hours
15 but less than 20	.080769	21 days	336 hours
20 or more	.092308	24 days	384 hours

\* Time on pay status in excess of a full-time employee's work schedule does not earn vacation credit.

\*\* Full time rate.

3. As long as the campus retains the monthly banded accrual system, an eligible employee shall earn vacation credit each month based on the number of hours on pay status for that month at the following rates:
  - a. ten (10) hours per month for a full-time employee with fewer than ten (10) years of qualifying service;
  - b. twelve (12) hours per month for a full-time employee with at least ten (10) but fewer than fifteen (15) years of qualifying service;
  - c. fourteen (14) hours per month for a full-time employee with at least fifteen (15) but fewer than twenty (20) years of qualifying service; and
  - d. sixteen (16) hours per month for a full-time employee with twenty (20) years or more of qualifying service.
4. A month of service at one-half time or more is a month of qualifying service.
5. An employee must be on pay status for at least one-half of the working hours of a month or a quadri-weekly cycle to earn vacation credit for that month. Vacation credit is earned proportionately for hours on pay status over one-half of the full-time working hours of the month or quadri-weekly cycle but less than full-time. Time on pay status in excess of an employee's full-time work schedule does not earn vacation credit.
6. Earned vacation for each month or quadri-weekly cycle is credited on the first day of the following month, or quadri-weekly cycle except that proportionate vacation credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status. A full-time employee may earn vacation credit to a maximum of two (2) times the employee's annual

accumulation rate. A part-time employee may earn vacation credit to the same maximum number of hours as a full-time employee with comparable years of service.

B. Vacation Credit Use

1. Vacation leave is scheduled at the convenience of the University. An employee appointed at fifty percent (50%) or more of full-time for a period of six (6) months or more is eligible to earn vacation credit from the date of hire; however, an employee may not use vacation credit until after six (6) continuous months on pay status. No vacation shall be used prior to the time it is credited.
2. When during the simultaneous review of requests for vacation submitted by more than one employee, operational needs do not permit the granting of requests for vacation at the same time for the employees who have requested that specific time period, preference in granting the request shall be based on the respective seniority of the employees. Where a practice of rotation of vacation periods exist, such practice shall continue, and only operational needs will be used in assigning such vacation.
3. Every reasonable effort will be made to accommodate requests for vacation made on short notice.

C. Vacation Pay

1. Pay for vacation shall be at the employee's straight time rate including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on vacation.
2. An employee who separates from employment or who is granted extended military leave shall be paid for any earned vacation through the employee's last day of work, except that an employee who is retiring may use vacation up to the effective date of retirement.

D. Transfer of Vacation Credit

1. An employee who is transferred, promoted, or demoted to another University position in which vacation credit can be earned shall have any earned vacation credit transferred unless such transfer is in conflict with an Agreement covering the new position. An employee who is transferred, promoted, or demoted to a University position for which a transfer of credit is in conflict with an Agreement or in which vacation credit is not earned shall be paid for any earned vacation at the time of transfer.

E.

1. Consistent with the University's management rights, including its right to determine the orderly, effective and efficient operation of the University, the University may elect to curtail or shut down some or all of its activities for

periods of specific duration. By way of example and not limitation, such periods may represent opportunities for energy-cost savings and/or adjustments to reduce levels of work activity due to transition periods in the academic calendar and/or "seasonal" or "holiday" influences on scheduled work activities and/or the occurrence at or on University facilities of major public events and/or the occurrence of emergency or "forces of nature" situations adversely affecting normal University operations.

2. In the event of such total or partial closure or curtailment of operations, whether or not the University is able to anticipate such event, employees affected shall select one or a combination of the following options to cover their status during such period of time:
  - a. Employees may use accumulated vacation leave during the period. Newly employed unit members would be allowed to use accrued vacation even if the required six (6) continuous months on pay status had not been completed. Employees without sufficient accumulated vacation would be allowed to use up to three (3) days vacation leave prior to actual accrual.
  - b. Employees with accrued compensatory time may elect to use it to cover the scheduled time off or to offset the use of vacation time.
  - c. Employees who do not wish to use vacation or compensatory time off may elect to take a leave without pay during the closure.
  - d. Employees who do not select from a., b. or c. above or who do not qualify for a., b. or c. above shall, for the period of time necessary, be placed in a leave without pay status.

## ARTICLE 22 SICK LEAVE

### A. Sick Leave Credit

1. Until and unless the campus converts to the hourly factor set forth in A.2 below, the existing location practices will remain in effect.
2. Credit Under the Factor Accrual System
  - a. An employee on pay status for at least one-half (1/2) of the working hours in a month or quadri-weekly cycle (i.e., two (2) consecutive bi-weekly pay periods) is eligible to accumulate sick leave credit for that period. An employee shall earn leave at the rate of .046154 hours per hour on pay status. The number of sick leave hours which may be accumulated is unlimited.

- b. Time on pay status in excess of a full-time work schedule (on-call, call-back, premium pay, and overtime hours) shall not be included as pay status hours when computing the amount of sick leave earned.
- c. Sick leave earned shall be credited to the employee on the next working day following the accrual period, except that an eligible separating employee shall earn proportionate sick leave through the last day on pay status.

3. Credit Under the Monthly Banded Accrual System

- a. As long as the campus retains the monthly banded accrual system, an eligible employee shall earn sick leave credit at the rate of eight (8) hours per month for full-time employment.
- b. An employee must be on pay status for at least one-half (1/2) of the working hours of a month to earn sick leave credit for that month. Sick leave credit is earned proportionately, as set forth in the Sick Leave Credit Table below, for hours on pay status over one-half (1/2) of the full-time working hours of the month but less than full-time. Time on pay status in excess of a full-time employee's work schedule does not earn sick leave credit.
- c. Earned sick leave for each month is credited on the first day of the following month, except that proportionate sick leave credit for an eligible employee who is separating from employment shall be credited at the completion of the last day of pay status. The number of sick leave hours which may be accumulated is unlimited.

<u>SICK LEAVE CREDIT TABLE</u>					
----- Number of Hours on Pay Status -----				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.

B. Sick Leave Credit Use

1. Sick leave is to be used for personal illness or disability, medical appointments, and, as provided below, for the death or serious illness of an employee's parent, spouse, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or of any other person for whom the employee has a personal obligation who is residing in the employee's household.
2. Sick leave shall not be used prior to the time it is credited. Sick leave shall not be used in excess of the employee's normally scheduled hours of work for the day or days for which the sick leave is claimed. Sick leave shall not be used beyond a predetermined date of separation, including retirement or layoff, or beyond a predetermined date beginning a leave of absence without pay. However, a pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she is no longer able to work or the date of delivery, whichever is earlier, can use sick leave beginning with that date and continuing through the period that she is physically unable to perform the normal duties of her job.
3. Up to thirty (30) days of accumulated sick leave per year may be used when the employee is required to be in attendance or to provide care of either:
  - a. because of serious illness, the employee's parent, spouse, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or any other person for whom the employee has a personal obligation who is residing in the employee's household.
  - b. the employee's spouse, parent(s) or child(ren) who suffer a "serious health condition" as defined in Article 26 - Leaves of Absence, Section D.1.g. Sick leave granted under this section may be used to offset unpaid Family Care and Medical Leave granted pursuant to Article 26 - Leaves of Absence.
4. If, while on vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, the employee may use accumulated sick leave for the personal illness. Sick leave may not be used for illness of a family member during the employee's vacation.
5. Up to five (5) days of accumulated sick leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; or any other person for whom the employee has a personal obligation who is residing in the employee's household. For purposes of this section B.5 only, an employee, including a probationary employee, may use up to five (5) days of accumulated vacation leave or compensatory time off when the employee's sick leave credit is exhausted.

C. Sick Leave Pay

Sick leave is paid at the employee's straight time rate of pay including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on sick leave.

D. Sick Leave Notification and Verification

1. No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day, except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee. Subsequent to a notice of illness/disability and the return to work by an employee, no time for which the employee has requested/received sick leave authorization shall be charged to accumulated/anticipated compensatory time, leave with pay, vacation, or holiday time in lieu of sick leave time.
2. When it appears to be justified, an employee may be required to submit satisfactory documentation of personal or family illness, disability, or death to the University in order to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he/she will be required to provide such documentation.
3. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.
4. When medical documentation is required by the University it shall be from a health practitioner licensed by the state in which he/she practices to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program. When an employee has been recommended for relief from duty by a medical practitioner acting on behalf of the University, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the University's practitioner.
5. The University may have an employee claiming disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a physician of its choosing on the employee's work time.

6. Any employee who anticipates a series of three (3) or more medical appointments which will require a repeated use of sick leave shall inform his/her immediate supervisor of the anticipated schedule of treatment.
7. Except for employees who have been granted leave that qualifies as FMLA leave, as defined in Article 26, Section D, an employee's repeated use of sick time may result in loss of sick leave pay, when the University has determined that such use is abusive, and provided the University has provided prior written notice to the employee that sick leave will be denied on future instances of illness irrespective of the nature or duration of illness.

E. Transfer and Reinstatement of Sick Leave

1. An employee transferred, promoted, or demoted without a break in service shall have any accumulated sick leave transferred if the employee is moving to a position where sick leave is accumulated. An employee transferred, promoted, or demoted to a position which does not accumulate sick leave shall have his/her accumulated sick leave held in abeyance. If the employee subsequently moves without a break in service to a position within the University which does accumulate sick leave, the previously accumulated sick leave shall be restored. An employee who has been laid off and is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all sick leave accumulated from prior service reinstated.
2. An employee reemployed from University service or State of California service into the bargaining unit after a break in service of less than fifteen (15) calendar days shall have all sick leave accumulated from prior service reinstated if the new position is one which accumulates sick leave. If an employee is employed or reemployed in this bargaining unit after a break in service of more than fifteen (15) calendar days but less than six (6) months, sick leave accumulated from prior service up to a maximum of eighty (80) hours shall be reinstated. For purposes of this section E.2 only, "sick leave accumulated from prior service" includes sick leave accumulated in State of California service.
3. An employee who is transferred, promoted, or demoted into a position not covered by this agreement shall have the accumulation, use, and transfer of sick leave governed by the policies and/or contract covering employees in that unit or personnel program. This Article shall apply to employees with split appointments only if the majority of their time is in a bargaining unit(s) covered by this Agreement. In determining the majority of time, time spent in student appointments shall be disregarded.

F. Attendance Standards

1. When the University determines that sick leave is being abused, the University shall have the discretionary, nongrievable authority to establish attendance standards. Employees who do not meet such standards shall be subject to discipline, up to and including discharge.

2. The number of hours of sick leave generated per month and/or the ability to or accomplishment of an employee accruing sick leave shall not have any bearing on the meeting of attendance standards.
3. At least thirty (30) calendar days prior to the implementation of new or changed attendance standards, the University shall inform AFSCME.

G. Catastrophic Leave

Employees in this bargaining unit are eligible to participate in the Catastrophic Leave Donation Program to the same extent as other staff employees generally, both as recipients and donors, for their own or their eligible family member's catastrophic illness or injury. An employee who has exhausted her/his own paid leave (vacation, sick leave, compensatory time off) is eligible to be a recipient of donated Catastrophic Leave if he/she is eligible to accrue and use vacation; is on an approved leave, or is absent intermittently to undergo multiple treatments for an eligible condition; is not on any other University pay status; and is not presently receiving University disability or Worker's Compensation benefits. An employee who is eligible to accrue and use vacation may request approval to participate as a donor of Catastrophic Leave. Sick Leave and compensatory time off credits may not be donated.

ARTICLE 23  
WORK-INCURRED INJURY OR ILLNESS

- A. Employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act are eligible to use sick leave and vacation as provided below. When sick leave is exhausted and when employees are still unable to work because of such illness or injury, employees may use extended sick leave or leave without pay as provided below.
- B. Supplemental Sick Leave and Vacation
  1. 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.
  2. 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 full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
  3. 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.

C. Extended Sick Leave

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

D. Effect on Pay Status

1. Supplemental Leave

An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in Sections B.1-3 above is considered on regular pay status for purposes of application of provisions of this Agreement, except completion of the probationary period. Sick leave and vacation accrued during this period may be used as soon as they accrue.

2. Extended Sick Leave

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

3. Leave Without Pay

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

E. Separation

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

ARTICLE 24  
REHABILITATION

- A. When appropriate, the University will provide special assistance to employees covered by this Agreement who become disabled when such disability substantially limits their work activities. This assistance shall include information about vocational rehabilitation services and reasonable accommodation.
- B. After receipt of medical documentation from the employee, the University will determine what assistance, if any, will be offered to the employee. Such documentation provided by the employee shall be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.
- C. A non-probationary career employee who becomes disabled and who has received vocational rehabilitation services may be selected for a position without the requirement that the position be publicized when approved by the University.
- D. When recommended by a vocational rehabilitation counselor and approved by the appropriate University official, a non-probationary career employee with a disability 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 (1) year, shall be determined by the counselor in consultation with the employing department head. Positions used for trial employment shall be designated as casual.

ARTICLE 25  
MEDICAL SEPARATION

- A. When the University determines that an employee is unable to satisfactorily perform essential assigned functions due to a handicap or other medical condition, that employee may be medically separated. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes. Non-

probationary career employees separated under this Article are eligible for special employment procedures.

- B. The University shall pay the reasonable costs of any medical examinations requested by the University.
- C. Written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by proof of service. The notice shall:
  - 1. inform the employee of the action intended, the reason for the action and the effective date of the action; and
  - 2. inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice sent to the employee.
- D. After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. The effective date of separation shall be at least ten (10) calendar days from the date of issuance of notice of intention to separate, whichever is later.
- E. For a period of one year following the date of a medical separation, a former non-probationary career employee may be selected for a position 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 years from the date benefits commenced. During such periods an employee shall be given assistance in accordance with Article 24 - Rehabilitation.
- F. If a non-probationary career employee separated under this Article is reemployed within ninety (90) calendar days, a break in service does not occur. If a non-probationary career employee is receiving disability payments from a retirement system to which the University contributes and is reemployed within three (3) years, a break in service does not occur.

## ARTICLE 26 LEAVES OF ABSENCE

### A. General Provisions

Leaves of absence, with or without pay, may be approved by the University in accordance with the provisions of this Article; Section B. Personal Leave, Section C. Pregnancy Disability Leave, Section D. Family Care and Medical Leave, or Section E. Leaves of Absence With Pay.

#### 1. Benefit Eligibility

- a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 1.b below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.
  - b. An eligible employee shall have University-provided health benefits (including medical, dental and vision coverage) continued for the period of the Family care and Medical Leave in accordance with Section D.
  - c. An eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans for the period of the leave by remitting to the University the entire premium amount when due for the period of approved leave.
2. Periods on leave in a without-loss-of-straight time pay status shall be considered time worked.

3. Reinstatement

Except as provided in Section C. Pregnancy Disability Leave, Section D. Family Care and Medical Leave, and Section L. Leave of Absence for Union Business in Article 4 - Access, an employee who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position in the same department/division when the duration of such leave is six (6) calendar months or less, or 12 months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

4. 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.
5. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

- B. Personal Leave

1. A non-probationary career employee may be granted a personal leave of absence without pay at the sole, non-grievable discretion of the University. Such leave shall not exceed six (6) calendar months.
2. If an employee's request for a personal leave of absence without pay in B.1. is denied, such denial may, upon the employee's written request, be reviewed by the department head. The results of such a review shall not be subject to Article 6 - Grievance Procedure nor Article 7 - Arbitration Procedure of this Agreement.

3. The University at its sole non-grievable discretion may approve extension of a personal leave of absence without pay for a total leave of not normally more than twelve (12) months.

C. Pregnancy Disability Leave

1. During the period of pregnancy-related and/or childbearing disability, an employee is entitled to and shall, upon request, be granted leave for up to four months for pregnancy, childbirth, or related medical conditions. Such leave could commence prior to the date of confinement. Pregnancy Disability Leave may consist of leave without pay and/or paid leave such as accrued sick leave and accrued vacation leave. If an employee who is disabled because of pregnancy or related medical conditions is not released to work following the expiration of the four-month Pregnancy Disability Leave, such employee may be granted a personal leave pursuant to Section B.1, provided that the combined Pregnancy Disability Leave and Personal Leave do not exceed six months, or twelve months if extended. In addition, an eligible employee may be granted leave to care for the newborn child under Section B. Personal Leave or Section D. Family Care and Medical Leave provided the combined Pregnancy Disability Leave and Family Care Leave do not exceed seven (7) months in the leave year.
2. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act, such leave, up to 12 workweeks, shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, an employee shall, if eligible, also be entitled to up to 12 workweeks of state Family Care and Medical Leave for any covered reason except leave for pregnancy or pregnancy-related medical conditions, provided the employee has not exhausted her FMLA/CFRA leave entitlement for that year.
3. 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. 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 spent on the intermittent or reduced leave schedule shall be counted toward the employee's entitlement of four (4) months in any twelve-month period.
4. An employee who has been granted a Pregnancy Disability Leave shall be reinstated to the same job provided that the employee returns to work

immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four months. If the same job has been abolished or affected by layoff, the employee shall be reinstated to a similar job. 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. The date of reinstatement is determined when the leave is granted.

D. Family Care and Medical Leave

Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition. Employees who have at least one year of University service (all prior University service shall be used to calculate the 12-month service requirement), and have worked at least 1,250 hours of actual service during the 12-month period immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of 12 workweeks Family Care and Medical leave in the leave year, except as otherwise provided in this Article. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave and vacation and leave of absence without pay in accordance with Section D.2.d. All paid time off used for family care and/or medical leave purposes shall be deducted from the 12-workweek Family Care and Medical Leave maximum. Family Care and Medical Leave shall not exceed 12 workweeks in the leave year. If the employee has exhausted his/her entitlement to Family Care and Medical Leave, he/she may also apply for an extension pursuant to Section B. Personal Leave.

1. Definitions

- a. Parental Leave is leave to care for a newly born or newly adopted child, or placement of a foster child.
- b. Family Illness Leave is leave to care for the employee's child, parent or spouse with a serious health condition.
- c. Medical Leave is leave granted for the employee's own serious health condition that prohibits the employee from performing 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. Pregnancy Disability.
- 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 8 years of age or an adult dependent child.
- e. **"Parent"** means a biological, foster, or adoptive parent, a stepparent, legal guardian or an individual who stands or 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.

- f. **"Spouse"** means a partner in marriage.
- g. **"Serious Health Condition"** means an employee's own serious health condition: an illness, injury, impairment, physical or mental condition which prohibits the employee from performing any one or all of the essential assigned functions of his/her position and involves either inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider for a period of incapacity of more than three (3) consecutive calendar days, or any period of incapacity or treatment due to a chronic or episodic serious health condition, or any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. A serious health condition for the purposes of family illness leave is an illness, injury, impairment, or physical or mental condition as described above of the employee's child, spouse or parent which requires the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort.
- h. **"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, clinical social workers or any other individual duly licensed to practice medicine in another state, country or jurisdiction, or any health care provider that the employee's health plan carrier recognizes for purposes of payment.
- i. **"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.

2. General Provisions

a. Requests for Leave

- 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 leave so as to avoid disruption to the University's operations.

- 3) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the employee shall provide the University with as much notice as is practicable, and at a minimum, with such notice within five working days after learning of the event.
- 4) An employee who fails to give 30 days' notice for a foreseeable leave with no reasonable basis for the delay, may have his/her family 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 Family Care and Medical Leave and shall notify the employee in writing when the leave is designated or provisionally designated as Family Care and Medical 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.

b. Time Periods

- 1) For Family and Medical Leave purposes only, 12 workweeks means 12 workweeks in the leave year for full-time employees. For employees who work less than full time or who work full time but on alternative work schedules, the number of working days shall be adjusted on a pro rata basis. In the event University policy and/or applicable state or federal law result in a different date of commencement for this twelve-month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees.
- 2) Parental Leave shall be initiated within one year of the birth, adoption, or foster placement of the employee's child and shall be concluded within one (1) year of the child's birth, adoption or placement. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for leave under FMLA/CFRA at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave for up to twelve (12) workweeks, provided that employee has not exhausted her FMLA/CFRA leave entitlement for that leave year. When Parental Leave is combined with a leave for pregnancy-related and/or pregnancy disability, the total Family Care/Parental Leave shall not exceed seven (7) months in the leave year. The University shall grant Parental Leave of less

than two weeks duration on any two occasions during the leave year. The University at its discretion may require that any additional leaves requested during this same period be for a minimum duration of two weeks.

- 3) When medically necessary, and supported by medical certification, the University shall grant an employee Family Illness and/or Medical leave on a reduced work schedule or on an intermittent basis, including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of 12 workweeks in the leave year.
- 4) 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. Such temporary transfer shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure.
- 5) The date of return is determined when the leave is granted. Extensions, if any, may be granted in accordance with this Article. Under the provisions of Section B. Personal Leave, and Section C. Pregnancy Disability Leave, other leaves may be granted by the University.

c. Certification

- 1) When a leave of absence is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the employee's health care provider. When certification is required by the University, 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, in any format, in addition to certifying that the employee has a serious health condition, include 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 the date on which the employee's serious health condition began, if known, the probable duration of the condition and the employee's probable date of return; and 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 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 may, at its discretion, 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, in any format in addition to certifying that the employee's family member has a serious health condition, include a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care during a period of the treatment or incapacity, or psychological comfort; and 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. 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 selected 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 if the circumstances of the leave change, the University may, at its discretion, require the employee to obtain recertification. Such requests for subsequent certification may be either verbal or in writing.
- 5) If certification or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the delay of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period, may result in the delay of

continuation of the leave until the required certification is provided. If the employee fails to provide the required certification 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) If the employee fails to provide a completed certification, the employee shall be given fifteen (15) calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the delay of the leave or delay of continuation of the leave.
- 7) 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 any or all of the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the denial of reinstatement until after the employee submits the required medical release certification.

d. Use of Accrued Paid Leave

- 1) An employee on approved Family Illness Leave may elect to use accrued vacation time before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay. Pursuant to Article 22 - Sick Leave, Section B.3., up to 30 days of accrued sick leave per year may be used for Family Illness Leave granted under this section if used to care for the employee's parent, spouse, or child with a serious health condition as defined in this Article.
- 2) An employee on approved Parental Leave may elect to use accrued vacation time or sick leave before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.
- 3) An employee on leave for his or her own serious health condition, shall use accrued sick leave in accordance with the University's disability plan or as provided for under Article 23, Work Incurred Injury or Illness. Employees not eligible for University disability benefits and who are not on leave due to a work-incurred injury shall use all accrued sick leave prior to taking medical leave without pay. After exhaustion of sick leave, an employee on medical leave may elect to use accrued vacation time before taking leave without pay. However, if the employee's vacation leave

accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.

e. 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 coverages (medical, dental, and optical) as if on pay status for a period of up to 12 workweeks 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. Other group insurance coverages and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

f. Review of Delays of Family Leave Requests

If an employee's request for Family and/or Medical Leave is denied, delayed or otherwise provided for short of the employee's initial request, such University action may, upon the employee's written request, be reviewed by the next higher administrative level or designee. Neither the University's action in granting, not granting, or delaying a Family and/or Medical Leave nor the results of such review shall be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.

g. Reinstatement

An employee granted Family and/or Medical Leave shall be reinstated 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 the layoff. A casual employee granted Family and/or Medical Leave is not entitled to reinstatement to his/her position if the employee's casual appointment ending date or predetermined date of separation occurs before the scheduled return date.

E. Leaves of Absence With Pay

1. Jury Duty Leave

A full-time employee in a career position on any shift or work schedule shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the number of hours in the employee's normal work day and the

employee's normal workweek. 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.

2. Voting

An employee shall be granted leave with pay, up to a maximum of two (2) hours, for voting in a statewide primary or general election if the employee is scheduled to work eight (8) hours or more on that day and does not have time to vote outside working hours.

3. Blood Donations

An employee may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.

4. Administrative or Legal Proceedings

When an employee is attending administrative or legal proceedings as directed by the University or is subpoenaed by the University to appear as a witness in an administrative or legal proceeding, leave without loss of straight time pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and work week.

An employee subpoenaed by the state or a political subdivision thereof when the state or political subdivision is prosecuting a person for an offense which the employee, by virtue of being on the University premises during scheduled work hours, witnessed, shall be granted leave without loss of straight time pay for actual time spent in the proceedings and in related travel time not to exceed the employee's normal work day and work week.

The granting of leave without pay status for other employment-related situations where an employee has been subpoenaed shall be at the sole non-grievable, non-arbitrable discretion of the University.

5. Emergencies

In the event of natural or man-made emergencies, an employee may be granted leave with straight time pay during regularly scheduled hours of work for the period of time authorized by the University.

6. University Functions

At the sole non-grievable discretion of the University and on a campus basis and within a campus basis, an employee may be granted leave during regularly scheduled hours of work to attend Commencement exercises, Charter Day exercises and other University meetings or functions as designated by the University. Such leave, when granted, shall be without loss of straight time pay.

ARTICLE 27  
MILITARY LEAVE

A. General Provisions

An employee is entitled to Temporary Military Leave for Active Duty Training, Reserve Training Leave for Inactive Duty, Extended Military Leave, Emergency National Guard Leave and Military Leave for Physical Examinations provided that the employee gives advance verbal or written notice of the leave as soon as practicable, 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.

1. Eligibility for Pay

a. An employee granted Temporary Military Leave for Active Duty Training and/or Extended Military Leave is entitled to receive regular University pay for up to thirty (30) calendar days of leave in any one fiscal year, not to exceed the actual period of duty or the employee's regularly scheduled work period provided:

- 1) the employee has at least twelve (12) months of continuous University service immediately prior to granting the leave (any prior military service shall be included in calculating this University service requirement), and
- 2) such payment for temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one fiscal year.

b. Part-Time Employees

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.

c. Monthly/Weekly Drills

Paid leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills.

d. Ineligible Employee

An employee not eligible for pay under this Section shall be permitted to charge the absence, at the employee's option, to accumulated vacation or accumulated compensatory time, or to leave without pay.

2. Temporary Military Leave for Active Duty Training

Temporary Military Leave for Active Duty Training shall be granted to any employee who, as a member of a reserve component of the Armed Forces (the federally recognized National Guard, the federally recognized Air National Guard, the Air Force Reserve, the Enlisted Reserve Corps, the Officer's Reserve Corps, the Regular Army Reserve, and the Public Health Reserve when serving with the Armed Forces), is ordered to active military duty for training for up to one hundred eighty (180) days including time spent traveling to and from such training.

a. Benefits

An employee on Temporary Military Leave for Active Duty 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. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 21 - Vacation, Article 22 - Sick Leave, and Article 20 - Holidays. If on pay status, provided that the employee returns to University service at the end of the leave in accordance with state and federal laws, the employee shall receive regular benefits. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's group insurance regulations.

3. Extended Military Leave

a. Extended Military Leave shall be granted to an employee who enlists or is ordered into active duty service of any length or active duty training in excess of 180 days in the Armed Forces of the United States or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. The leave shall be for the initial period of enlistment, service or tour of duty, for a period not to exceed five (5) years. In addition, the leave shall be granted for a period of up to six (6) months from the date of release from duty, if the employee requests such extension.

b. An employee granted Extended Military Leave shall receive a lump-sum payment for earned salary, accumulated vacation, and accumulated overtime or compensatory time. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed

one hundred and eighty (180) days. Sick leave credit shall be retained on the records.

c. Benefits

- 1) An employee on Extended Military Leave 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. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 21 - Vacation, Article 22 - Sick Leave, and Article 20 - Holidays. If on pay status, provided that the employee returns to University service at the end of the leave in accordance with state and federal laws, the employee shall receive regular benefits. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's group insurance regulations.
- 2) An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement. If the employee served in active military service for a period of more than thirty (30) days, he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement. If the probationary employee served in active military service for a period in excess of one-hundred eighty (180) days, he/she shall not be separated from employment by management action except for cause for one (1) year from the date of reinstatement.

4. Physical Examination

Military leave with pay shall be granted to an employee in accordance with Section A.1., 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.

Time off for other physical examinations in connection with military service shall be charged, at the employee's option, to either sick leave, vacation, compensatory time off or leave without pay.

5. Emergency National Guard Leave

Military Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty

at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in Section 3.a.

a. Eligibility for Pay

An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (1) fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.

b. Benefits

An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length-of-service credit, provided that the employee returns to University service immediately after the emergency service is over. Such Employee shall accrue vacation and sick leave and receive holiday pay in accordance with Article 21 - Vacation, Article 22 - Sick Leave, and Article 20 - Holidays.

B. Reinstatement

Following release from military service, an employee shall have the right to return to employment on such terms as are provided in applicable state and federal laws in effect at the time the employee applies for reinstatement. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave as provided by the Agreement.

ARTICLE 28  
RESIGNATION

- A. Employees who voluntarily separate from employment are, by definition, considered to have resigned their employment with the University. An employee who retires or otherwise voluntarily terminates from a position with the University shall be required to submit a letter of resignation as notice of termination at least fifteen (15) calendar days prior to the effective date of such resignation/termination. Any and all compensation due and/or owing such employee may be withheld pending timely receipt by the University of such notice of resignation/termination.
- B. Failure to report to work without having submitted a written notice of resignation/termination shall be treated as an abandonment by the employee of his/her position with the University.

- C. Upon submission of a notice of resignation/termination there shall be no withdrawal or estopping of the resignation/termination except by the written mutual agreement of the University and AFSCME.
- D. If an employee fails to report for work as scheduled or as directed by his/her immediate supervisor, or to contact his/her immediate supervisor regarding absence from work, the University shall have the non-grievable authority and discretion to discipline the employee.
- E. If the employee fails to report to work as scheduled or directed by his/her immediate supervisor for a minimum of five (5) consecutive work days, the University may consider the employee to have abandoned his/her position and may take, at the University's sole discretion, one of the following actions:
  - 1. initiate discipline of the employee, which may include terminating the employee for position abandonment; or
  - 2. consider and treat the employee as having resigned. The University shall provide notice and a summary of the material upon which the proposed constructive resignation is based. The employee will have five working days from the issuance of the notice within which to respond orally or in writing to the supervisor. If the employee fails to respond, the effective date of the constructive resignation shall be the last day of the notice period. If the employee responds, the University will review the response and notify the employee of the determination and the effective date of the constructive resignation or of return to work and the status during the period of absence.
- F. The University shall notify the employee in writing at the employee's last known mailing address of all actions taken under the provisions of this Article.

## ARTICLE 29 RETIREMENT

Employees who separate from University service for the purpose of retirement under the provisions of a retirement system to which the University contributes are considered to have retired.

### A. Notice of Intent to Retire

- 1. An employee shall notify the department head in writing at least three (3) months in advance of the actual retirement date.

### B. Reappointment Following Retirement

1. Reappointment following retirement shall be in conformance with the Standing Orders of The Regents, the regulations of the employee's retirement system and established University procedures.

C. Reduced Fee Enrollments

1. An employee who has retired within four (4) months of the date of separation from University service and who is an annuitant of a retirement system to which the University contributes, and who meets the admission requirements of the University is eligible for two-thirds (2/3) reduction of both the University registration fee and the University educational fee as described below. An individual so registered is ineligible for the services and facilities of the Counseling Center, gymnasias, or the Student Health Services, other than those to which the retired employee may be otherwise entitled.
  - a. For an employee on the quarter system, the reduced fee limit is nine (9) units or three (3) regular session University courses per quarter, whichever is greater.

ARTICLE 30  
LAYOFF, REDUCTION IN TIME, RECALL

A. General Provision

The University shall determine when indefinite or temporary layoffs or reductions in time are necessary. The University shall determine the classification titles and locations where layoffs or reductions in time are to occur.

B. Notice

A non-probationary career employee scheduled for layoff or reduction in time shall be given thirty (30) calendar days advance written notice of the effective date of layoff or reduction in time. AFSCME shall be given written notice at the same time that the University notifies the employee.

C. Definition

A layoff is a separation from employment because of budgetary reasons, lack of work, reorganization or redefinition of the University's needs. For the purposes of this Article, layoffs shall include involuntary reductions in regularly scheduled hours of work. Layoffs may be temporary or indefinite.

A temporary layoff is for a specified period of less than four (4) calendar months.

An indefinite layoff is for an unspecified period of time or for a specified period of time which is four (4) calendar months or greater.

D. Order of Layoff

1. Layoff is effected by the following layoff units:
  - a. Lick Observatory (Mount Hamilton)
  - b. Natural Sciences Division
  - c. Physical Plant
    - (1) Within Physical Plant layoff is effected by crafts.
  - d. Crown College
  - e. Arboretum
2. Layoff is by class (title code) within the layoff unit.
3. Limited employees shall normally be released prior to laying off non-probationary career employees. Decisions to retain limited employees will be communicated to AFSCME including the reason(s) on which such decisions are based.
4. Non-probationary career employees in the class (title code) being laid off with the least seniority shall be laid off first.
5. The University may retain employees irrespective of seniority who possess skills, knowledge, or abilities which are not possessed by other employees in the same class (title code) and layoff unit and craft. Decisions by the University to retain employees because of special skills, knowledge, or abilities will be communicated to AFSCME in writing, including the reason(s) on which such decisions are based.

E. Recall Procedure for Non-Probationary Employees

1. Non-probationary career employees who are laid off shall be recalled in order of seniority when a vacant position in the same class (title code) in the bargaining unit from which they were laid off is to be filled as long as the vacant position does not require skills which those with the most seniority do not possess. The University shall determine whether or not employees eligible for recall possess the skills required to do the job.
2. Employees with less than five (5) years of seniority who are eligible for recall shall retain recall eligibility for one (1) year.  
  
Employees with five (5) years of seniority or more who are eligible for recall shall retain recall eligibility for two (2) years.

3. Recall eligibility terminates if an employee:
  - a. refuses to respond affirmatively to the University's written inquiries concerning the employee's desire to return to work; or
  - b. refuses a recall to work at the same or greater percentage of time and at the same or higher salary range; or
  - c. accepts a career position at the same or higher salary range within the University.

F. Seniority

Definition

Unless otherwise indicated, seniority shall be calculated in accordance with Article 12 - Seniority. When employees scheduled for layoff have the same seniority the employee with the most recent date of appointment shall be considered the least senior. An employee promoted or transferred outside the bargaining unit who returns to a class (title code) within the Santa Cruz Campus Skilled Craft bargaining unit without a break in service shall regain seniority earned before the beginning of an out-of-unit assignment.

G. Continuity of Service

A temporary layoff does not create a break in service. Reemployment in a career position in the Santa Cruz Campus Skilled Craft bargaining unit within the period of right to recall provides continuity of service and continuation of previously accrued seniority. However, seniority and benefits accrue only when an employee is on pay status.

H. Benefit Coverage

Health plan contributions by the University will be provided for a maximum of three (3) months in a calendar year for employees on temporary layoff or for employees whose reduction in time is great enough to make the employee's earnings insufficient to generate the University's contribution. For health plans to remain in force, employees on temporary layoff must remit to the University, the amount of the employee's contribution, if any.

ARTICLE 31  
TRAVEL REIMBURSEMENT

- A. The University shall reimburse employees in the unit for related per diem and expenses for required travel on official University business. Reimbursement rates and methods shall be those provided to other University staff employees. Travel expenses are considered to be meals, lodging, transportation, registration fees, and miscellaneous expenses and are provided below in accordance with University policy.

1. The maximum daily allowance for meals and incidental expenses for periods in excess of 24 hours is \$50.00.
  2. The maximum daily allowance for meals and incidental expenses for periods of 12-24 hours is \$33.00.
  3. Actual costs for lodging is allowable, as supported by an original receipt.
  4. Private car mileage is reimbursed at a standard rate of 36 cents per mile.
- B. Changes in per diem rates which are uniformly implemented for non-represented staff employees shall be implemented for the employees covered by this Agreement.

#### ARTICLE 32 MOVING EXPENSES

- A. Moving expenses may be granted at the sole discretion of the University. Expenses approved in advance by the University and supported by invoices and receipts, shall be paid for costs incurred for packing, insurance, transportation, storage in transit (not to exceed thirty (30) calendar days), unpacking and installation of the employee's household effects at a new location. Actual travel expenses for the employee and the employee's immediate family, not to exceed air coach transportation cost, and the cost of meals en route for the employee and the employee's immediate family, not to exceed the University allowance for individual meals, shall be paid by the University. No expenses are due an employee if the University determines that the new work location is within reasonable commuting distance of the previous location.

#### ARTICLE 33 WAGES

- A. All newly hired employees will be placed on the first step of the salary range for their craft. Career employees who successfully complete six months of satisfactory service will move to Step 2 of the salary range for their craft.
- B. Following receipt of written notification from AFSCME of its ratification and acceptance of the entire Agreement with the University of California:
1. Effective October 1, 2001, the University will increase the salary ranges for all classifications and crafts and individual salary rates by 3%.
  2. Effective October 1, 2002, the University will increase the salary ranges for all classifications and crafts and individual salary rates by 2.5%.

- C. Employees performing Lead duties within their trade on a permanent basis shall be paid at their current rate plus 7.5%.
- D. Employees performing Specialist duties within their trade on a permanent basis shall be paid at their current rate plus 10%.

ARTICLE 34  
OUT OF CLASSIFICATION ASSIGNMENT

An employee who is temporarily assigned by the University to perform lead duties on a full time basis for one full day or more shall be paid at a rate equivalent to seven percent (7%) above his/her present rate for all such hours worked. An employee who is temporarily assigned to perform the duties of a position in a lower classification shall continue to receive the employee's regular rate of pay.

ARTICLE 35  
SHIFT DIFFERENTIAL

- A. Eligible employees assigned to an evening or night shift shall be paid a shift differential for all hours including overtime which are worked. Work which is scheduled during the evening or night hours on the basis of convenience to the employee shall not be considered an assigned evening or night shift for the purpose of this provision.
- B. A shift differential shall be paid for all hours of a shift when four (4) or more hours of a shift are worked after 4:00 p.m. and before 12:00 a.m. (evening) or after 12:00 a.m. and before 8:00 a.m. (night). Employees assigned to the Heating Plant Operator Relief Shift shall be paid a shift differential for all hours worked on the relief shift.
- C. An employee in an eligible class regularly assigned to a day shift of eight (8) hours or longer shall be paid a shift differential as below for overtime hours when the overtime hours are worked after 5:00 p.m. and before 8:00 a.m. and the total overtime hours in one twenty-four (24) hour period are equal to at least half of the number of regular hours in the employee's shift.
- D. When an employee who usually works on an evening or night shift is temporarily assigned to a day shift for a period of four (4) working days or less, the employee shall continue to receive any shift differential. A temporary change of four (4) working days or less in shift assignment initiated by the employee is not covered by this provision.
- E. The shift differential shall be included in payments for all types of paid leave, provided that the employee would have been expected to work that shift or shifts if the employee were not on paid leave.

F. Shift differential shall be paid at the following rates:

Evening	\$1.00 per hour
Night	1.50 per hour
Relief	2.00 per hour

ARTICLE 36  
UNIVERSITY BENEFITS

A. Employees are eligible to participate in a number of benefit programs generally available to other eligible non-management, non-supervisory, non-confidential, non-academic employees of the University. The current benefits and contribution levels for each plan are briefly summarized in this Article. However, AFSCME understands and agrees that the descriptions below do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to AFSCME. AFSCME further understands and agrees that the University may at its option during the term of this Agreement alter the coverage, the rate of contribution, or the carrier of these plans and that, if the University does so, such changes will apply to employees under this Agreement.

B. Health Insurance

A variety of basic group health and major medical insurance plans are currently available to employees. The University's maximum rates of contributions are \$184.00 for employee only, \$365.00 for two (2) party, and \$468.00 for family. Costs in excess of these amounts are to be paid by the employee through payroll deduction.

C. Dental Insurance

Two plans are offered which provide dental coverage for employees covered by this agreement and their dependents. Current premiums for these plans are paid by the University.

D. Life Insurance

Personal life insurance in the amount of one times the employee's annual salary is provided without charge for staff employees covered by a retirement system at the University. Additional personal life insurance and dependent life insurance may be purchased by the employee.

E. Accidental Death & Dismemberment Insurance

Several plans are offered which may be purchased by the employee.

F. Business Travel Accident Insurance

Employees who are traveling on official University business are covered by \$100,000 of accidental death insurance and a scheduled dismemberment insurance.

G. Auto/Home Insurance

Auto and home insurance plans are available which may be purchased by the employee.

H. Tax-Deferred Retirement Plan

Employees who are in a retirement system at the University may participate in voluntary UCRS additional retirement programs.

I. University of California Retirement System

Eligible employees covered by this Agreement shall be covered by the University of California Retirement System. AFSCME understands and agrees that the University may at its option during the term of this Agreement alter this plan. However, the University agrees that the levels of retirement benefits currently enjoyed by the members of these units will not be reduced without meeting and conferring.

J. Alternate Retirement Plans

Employees covered by alternate retirement plans are not subject to I. above.

K. Death Payments

Upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death a sum equal to the deceased's regular salary for one month shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).

L. AFSCME agrees that if, during the term of this Agreement, the University wishes to make changes or new benefits available to staff employees of this unit, the University may do so provided such benefits are made available to each staff employee covered by this Agreement under the same terms and conditions as the benefits may be made available to all other employees of this unit.

M. AFSCME further agrees that in certain situations it may be advantageous to offer new or changed benefits on an experimental or trial basis. In the event such effort is undertaken, the construct of such trial or experiment may be such that only certain employees of the unit may be afforded the opportunity to participate. When such experiment or trial is going to be undertaken which involves making benefit elections available to some, any or all employees of these units, the University shall inform AFSCME of the nature, reason

and duration of the period, the group of employees eligible to participate, the terms and conditions associated with the benefit(s) being made available and shall share with AFSCME the information and results of such trial or experimental effort.

ARTICLE 37  
PARKING

- A. The University shall provide parking and parking-related services to the same extent and under the same conditions as normally provided for other UCSC AFSCME bargaining unit employees at the employee's location.

ARTICLE 38  
EMPLOYEE HOUSING - UCO/LICK OBSERVATORY (MOUNT HAMILTON)

- A. Rent Rates

Rent rates, established in October 1980 in accordance with Title 2, Article 16, Sections 850, 851 and 852 of the State of California Board of Control rules (Register 78, no. 34 - 8/26/78 - See Appendix A), shall be the basis for rent rates for the life of this Agreement. The rent rates will be adjusted in accordance with the Board of Control rules governing the age of housing, and will be increased annually by the same percentage as the negotiated wage increase for all persons governed by this Agreement.

- B. Utility Rates

Utilities provided to employees covered by this Agreement, including electricity, fuel oil, and propane, shall be discounted by the percentage of the Severe Climate Utility Reduction (SCUR - See Appendix B) in effect on July 1, 1983 for the applicable housing units.

- C. Notification

Employees covered by this Agreement will be notified by the University of the rent and SCUR at the time of any wage increase negotiated under this Agreement. These rates will remain in effect until the next negotiated wage increase.

- D. Payment of Rent and Utility Bills

Employees may elect one of the following methods of monthly rent payment: payroll deduction; personal check, cash, or money order. If an employee(s) chooses to pay by personal check, cash or money order, payment for that month is due no later than the twelfth (12th) calendar day of each month. Past due rents will be serviced a ten dollar (\$10.00) late charge for each month past due. Abandonment of housing does not constitute forgiveness of past due rent.

Utility bills are due and payable to the UCSC UCO/Lick Observatory Business Office upon receipt of the invoice by the employee. Average monthly payment plans or deferred payments may be arranged on an individual basis with UCO/Lick Observatory Business Office by each employee who resides at Mount Hamilton who is covered by this Agreement.

E. Assignment and Maintenance

The University reserves the right to assign housing units and to reassign or determine when housing units should be taken away and to determine the need for and scheduling of all maintenance and repairs for housing units.

Employees will not be assigned housing which lacks cooking facilities.

ARTICLE 39  
PROTECTIVE CLOTHING

- A. Protective clothing is attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling.
- B. The University reserves the right to determine when protective clothing is needed, the type of protective clothing needed, and to require employees in the unit covered by this Agreement to wear protective clothing.

Employees not currently required to wear protective clothing may request to use such clothing. Such request shall not be unreasonably denied.

- C. Protective work clothing shall be replaced as necessary by the University. Employees shall be responsible for protective clothing lost or damaged as a result of the employee's negligence.

ARTICLE 40  
TOOLS AND EQUIPMENT

The University agrees to furnish and maintain in safe working condition all tools and equipment it considers necessary to carry out the duties assigned. Employees will be responsible for tools and equipment that are lost through negligence or damaged through misuse. University tools and equipment shall not be used for non-University purposes, except that employees may use University tools and equipment when making repairs or improvements on their University-owned residences.

ARTICLE 41  
WORK RULES

- A. The University has the unilateral right at its discretion to promulgate, supplement, alter, modify, amend, rescind and enforce work rules which are not inconsistent with this Agreement. This right includes the University's authority to formulate and enforce work rules as an ordinary and proper means of maintaining discipline and efficiency, of directing the conduct, appearance and actions of the employees and of ensuring the health and safety of employees and others.
- B. For purposes of this Article, work rules are defined as rules promulgated by the University within its discretion which regulate employees relative to and affecting their employment. The University may enforce these work rules while employees are on the premises of the University and/or while working for the University and/or outside the employee's working hours when the violation of the work rule would prejudice the interests of the University.
- C. At least thirty (30) days prior to the implementation of new or changed work rules, the University shall inform AFSCME.

ARTICLE 42  
HEALTH AND SAFETY

- A. The University shall make reasonable attempts to furnish and maintain in safe working condition the workplace, tools and equipment required, in order that employees might carry out the duties of their positions.
- B.
  - 1. An employee shall not be assigned to any task abnormally dangerous or hazardous at the employee's place of employment. An abnormally hazardous or dangerous task shall be defined as those tasks, the dangers or hazards of which are identifiably and substantially greater than the dangers or hazards inherent to the usual performance of a given job. In the event an employee regards an assigned task as abnormally dangerous he/she shall notify his/her immediate supervisor of his/her claim that the task assigned is abnormally dangerous. In attempting to resolve the employee's claim, the supervisor, at his/her discretion, may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. If an employee believes an assigned task constitutes a real and apparent hazard, the supervisor shall consult with Environmental Health and Safety and/or other appropriate University officials about the safety of the assignment before requiring the employee to carry it out. The supervisor may require the employee to perform the task or, at the supervisor's discretion, assign the affected employee to other available work consistent with the work usually performed by the employee.

2. If an employee required to clean up a chemical spill has a question as to the identification or properties of the chemical involved, he/she shall contact the immediate supervisor. The supervisor will contact Environmental Health and Safety, if necessary, and provide the employee with the information requested.
- C. If the matter is not resolved to the satisfaction of the employee and he or she carries out the task, he/she may later file a grievance in accordance with the Grievance Procedure of this Agreement. If the employee refuses to perform the task, the employee may be subject to discipline.
  - D. Any grievance filed by an employee alleging the assignment of an abnormally hazardous or dangerous task shall include a statement containing all facts, including time, place of incident, name of persons involved, type of object or substance likely to cause injury, and a description of the likely injury which might have resulted from the assignment of such task. In addition, the grievance shall contain the employee's suggested resolution for preventing the illness, injury and/or other hazards the employee alleges to be associated with the assigned task.
  - E. At any step of the Grievance Procedure and in the event such grievance alleging abnormally hazardous or dangerous task assignment is appealed through the Arbitration Procedure by AFSCME, the employee(s) and/or AFSCME shall have the burden of proof and persuasion to show, by the preponderance of credible and admissible evidence asserted uniformly by the scientific, technical and/or medical community, that such assigned task is abnormally dangerous or hazardous.
  - F. If, as a result of the filing of a grievance relative to an abnormally dangerous or hazardous task assignment, the University and AFSCME agree as to the existence of such abnormally hazardous or dangerous assignment, the University shall attempt to correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular efforts.
  - G. The University and AFSCME acknowledge that the University's ability to comply with the provisions of this Article is subject to the availability of specifically budgeted funds for the particular efforts which may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, award and/or arbitration decision rendered pursuant to a grievance/arbitration related to the provisions of this Agreement and Article. The University and AFSCME agree that the availability of such specifically budgeted and available funds shall be a contingency upon which the University's compliance with a settlement, award, arbitrator's decision and/or order of enforcement of such decision relative to a grievance or arbitration related to this Article shall be dependent.
  - H.
    1. The University, upon contracting to purchase any chemical or substance containing hazardous material, will obtain the material safety data sheet from the vendor. These sheets relative to chemicals and substances used at the work station of an employee shall be made available to the employee on a timely and reasonable basis. Such information shall be maintained in a file by the University

and made available upon written request, by a non-employee representative of AFSCME.

2. In compliance with State and Federal law, the University shall provide to the employee access to data regarding toxic chemicals, seismic safety and asbestos reports. Such access shall be provided to the employee's representative within a reasonable time following the receipt of the representative's written request for such information.
  3. The University shall make reasonable attempts to notify affected employees of major remodeling, construction or facilities maintenance. An employee may request to be assigned to an alternate work location or otherwise to be accommodated.
- I. In the case of a suspected outbreak of a communicable disease and when the University requires testing for such communicable disease of patients and/or employees who are non-members of the bargaining units represented by this Agreement, the University shall offer such tests for bargaining unit employees within the appropriate affected work areas at no cost to the employees.
- J. Health and Safety Committees will be established on the campus and at Mt. Hamilton, each consisting of two Union representatives, two University representatives and one representative from the Office of Environmental Health and Safety. The following guidelines will govern the work of the committee:
1. The procedure for resolving specific health and safety concerns will continue to be through the employee's immediate supervisor and then to Environmental Health and Safety, if necessary. The committee will concern itself with continuing health and safety matters which are not resolved through this process.
  2. Each committee will meet on a monthly basis; however, if there are no issues submitted for discussion, the meeting will be canceled.
  3. At least five working days before the date of the meeting, each party will present to the other agenda items which it wishes to discuss at that meeting. If any issue raised by the union has not previously been called to the attention of management, management will have the opportunity to attempt to resolve the problem before it is taken up by the committee.
  4. The committee representative from Environmental Health and Safety will attend the campus meeting in person. The representative to the Mt. Hamilton committee will attend the meeting in person or will participate by conference telephone depending on his or her assessment of the issue(s) on the agenda.
  5. The two committees will exchange their reports.
- K. The University will make available and install smoke alarms for Lick Housing Units which lack such alarms.

ARTICLE 43  
LABOR/MANAGEMENT MEETINGS

The University and the Union agree that Santa Cruz Skilled Craft bargaining unit labor-management meetings for the areas of discussion set forth below shall be held in accordance with the following provisions:

- A. Labor-management meetings shall be held quarterly, unless mutually agreed otherwise by the parties.
- B. A maximum of three (3) bargaining unit employees, one (1) each from Trade Operations (Physical Plant), Heating Plant (Physical Plant), and Lick Observatory (Mt. Hamilton) shall be in a without loss of straight time pay status not to exceed a total of eight (8) hours each per meeting. The parties may mutually agree to allow additional bargaining unit employees to attend the labor-management meetings. The parties may by mutual agreement place the additional attendee(s) in a without loss of straight time pay status. One (1) non-employee AFSCME staff member may attend the labor-management meetings.
- C. Any travel and subsistence expenses incurred shall be the responsibility of the employees. However, reasonable actual travel during the employee's regularly scheduled hours of employment shall be in a without loss of straight time pay or benefits status not to exceed a total of eight (8) hours for any one (1) meeting which shall also include the time actually spent in the labor-management meeting.
- D. Items to be included on the agenda for the aforementioned labor-management meetings are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting if at all possible. Each party shall designate a chair, who shall have responsibility to make arrangements for the scheduled labor-management meeting. The chairs shall mutually agree to the agenda, time and place of the meeting. Appropriate agenda items for such meetings include:
  - 1) administration of Agreement;
  - 2) disseminate general information of interest to the parties;
  - 3) jurisdictional areas of bargaining unit employees;
  - 4) health and safety matters regarding bargaining unit employees;
  - 5) affirmative action matters regarding bargaining unit employees;
  - 6) information regarding personnel transactions and vacancies;

- 7) give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit, including topics such as alternate work schedules and child care;
  - 8) provisions of the contract which call for local mutual agreement;
  - 9) employee housing, Lick Observatory, Mt. Hamilton; and
  - 10) additional items mutually agreed to by the parties for placement on the agenda.
- E. It is expressly understood by the parties that the purpose of the aforementioned labor-management meeting(s) is not to negotiate but is to discuss and provide information. In no way may the result of such meetings be to change, eliminate or add to the provisions of this Agreement.

#### ARTICLE 44 RELEASED TIME FOR NEGOTIATIONS

- A. The Union shall designate a total of up to three (3) permanent members of their bargaining team who shall be employees of the University of California. These designated employees shall be released from their work assignments to attend scheduled bargaining sessions. Alternates or substitutes for any of the designated employees shall not be permitted. In the event any employee designated is to be permanently replaced, the name of the permanent replacement shall be communicated in writing to the campus Office of Labor Relations. The campus Office of Labor Relations shall acknowledge in writing the newly designated employee and inform the appropriate work location. Such notification of a permanent replacement shall be made to the campus Office of Labor Relations prior to the first scheduled bargaining session to be attended by the replacement employee.
- B. For the designated employees, their status for the time spent at scheduled negotiating sessions, including actual and reasonable travel time, shall be without loss of straight time pay and benefits status. The costs associated with this no-loss-of-pay-and-benefits status shall be borne by the employer. Payment to the employee for such status shall be included as wages in the employee's regular paycheck for the pay period during which the scheduled bargaining sessions occurred. These wages are subject to the same taxes, deductions, etc. usually associated with payment of wages for hours worked. AFSCME shall provide in writing the names of these employees to the campus Office of Labor Relations at least thirty (30) calendar days prior to the first scheduled negotiating session.
- C. The hours for which any of the designated employees are in the above referenced without loss of straight time pay and benefits status shall not exceed, for any one day of a scheduled negotiating session, a total of eight (8) regular hours the employee would have been scheduled to work had he/she not been released from his/her work assignments to attend a scheduled negotiating session. The total hours for which an employee is compensated shall not be such that the total results in the payment of overtime generated

as a result of having attended a bargaining session. Deviation from this paragraph may be made only by mutual agreement of the parties on a case by case basis.

- D. The above described treatment of without loss of pay and benefits status shall not result in any double payment for the hours in such status.
- E. The designated employees shall give their immediate supervisor written notice of their intent to attend scheduled negotiating sessions at least seven (7) calendar days prior to the date of the scheduled sessions. The parties may by mutual agreement agree to a shorter period of notice.
- F. Reasonable travel time means actual travel to and from scheduled negotiating sessions for the designated employees. At the employer's discretion, the designated employees may be required to report to work prior to and subsequent to scheduled negotiating sessions.
- G. A scheduled bargaining session is defined as the prior agreement of the parties to meet face to face for the purpose of negotiating terms and conditions of an Agreement and that such meeting actually takes place for a reasonable period of time or, if no meeting actually takes place, it is the result of the employer's unavailability to appear at the bargaining table.

#### ARTICLE 45 NO STRIKES

- A. During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. AFSCME, on behalf of its officers, agents, and members, agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. AFSCME, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B. Any employee who violates this Article shall be subject to discipline up to and including termination of employment.
- C. AFSCME shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include but not be limited to sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.

- D. 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 46  
MANAGEMENT RIGHTS

- A. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to make and implement decisions related to areas including, but not limited to, those enumerated below. While the University and the Union may have discussions involving but not limited to these areas, the Union agrees that the University is not obligated to bargain with the Union as to such areas during the term of this Agreement.
- B. Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:
1. to establish the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
  2. to exercise full and exclusive control of the management of the University and to supervise and direct all operations;
  3. to plan, direct, manage and control the use of resources and personnel to achieve the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
  4. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
  5. to introduce new or improved methods, equipment or facilities, or change or eliminate existing methods, equipment or facilities;
  6. to determine the location of operations;
  7. to discontinue, relocate or subcontract all or any portion of any operation;
  8. to determine, establish, modify, revise or abolish classes, titles, codes, class specifications and job descriptions and to determine the salary of new and revised classes;
  9. the right to determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;

10. to determine the calendar dates on which employees shall receive pay owing and due them and to determine the intervals between such dates; to determine the beginning and ending dates for which payroll and accrual calculations are made and to determine formulas for such calculations;
11. to establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees;
12. to recruit, hire, train, evaluate, promote, transfer, reclassify, demote or layoff employees;
13. to discipline, discharge or release non-career employees without cause;
14. to determine the basis for merit increases, special awards, and payments for meritorious performance and to exercise sole discretion as to the granting, timing, amount, distribution and frequency of such increases whether or not such increases shall accrue to an employee's base salary;
15. to establish, modify and enforce standards of performance, workload, conduct and safety for employees; and to determine the process by which employee performance is evaluated;
16. to reprimand, suspend, terminate or otherwise discipline or discharge employees; or to release employees;
17. to establish, maintain, modify and enforce safety standards and programs;
18. to implement, continue, modify or discontinue any policies, practices, rules or regulations which do not conflict with the express written provisions of this Agreement;
19. to utilize personnel methods and means appropriate to the maintenance of an orderly, effective and efficient operation;
20. to maintain employee records, including attendance and time worked per shift; and
21. to establish, maintain, modify or abolish organizational work units for the purpose of personnel transactions, including but not limited to layoff, transfer and promotion.

C. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. Further, the Union acknowledges that the exercise or non-exercise of rights retained by the University and

the manner in which the University exercises its management rights may vary from place to place within the University's operations.

- D. An action taken or not taken with respect to a management right shall not be subject to the Grievance or Arbitration Procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

#### ARTICLE 47 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 the other party in an attempt to reach an agreement on a substitute provision.

#### ARTICLE 48 WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each 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 the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The rights and procedures granted and set forth under Staff Personnel Policy will no longer apply to employees covered by this Agreement. The University and AFSCME, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### ARTICLE 49 INDEMNIFICATION

Pursuant to and as regulated by the terms, limitations and qualifications of California Government Code Section 995 et. seq., the University of California shall provide the defense and indemnification for University employees within the units covered by the Agreement who are sued on account of acts or omissions arising from the course and scope of their employment with the University.

The provision of and application of the Indemnification provision are not subject to the Grievance or Arbitration Procedures of this Agreement.

ARTICLE 50  
DURATION OF AGREEMENT

- A. The terms and conditions of this Agreement shall remain in full force and effect commencing on January 6, 2003, and shall terminate at 11:59 p.m. on June 30, 2003, unless the University and AFSCME mutually and in writing agree to extend any or all of the terms and conditions of this Agreement.
  
- B. In order to facilitate the negotiation of a successor to this Agreement or this Agreement as amended, AFSCME shall present its written proposals for a successor Agreement to the Manager of Labor Relations no later than April 1, 2003. The University shall, no later than May 1, 2003, present to the Executive Director, AFSCME Local 3299, its written proposals for a successor Agreement.
  
- C. In the event that neither party gives timely notice as set forth in Section B. of this Article, this Memorandum of Understanding shall remain in effect on a year-to-year basis. In the event that the Memorandum of Understanding continues in this manner, written proposals and a list of bargaining team members for a successor Memorandum of Understanding shall be presented to the University by AFSCME no later than April 1 of the applicable year. The University shall present its written proposals no later than May 1 of the applicable year.

ARTICLE 51  
MEMORANDUM OF THE NEGOTIATORS

The negotiators of the proposed Agreement affix their signatures to this Agreement to indicate that they have concluded negotiations on the development of the proposed Agreement and that they are referring it to the parties for decision concerning approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Union will be completed when the Agreement has been reviewed and ratified by the appropriate members of the Union. On behalf of the University, the Agreement must be reviewed and approved by the Office of the President, including review by the General Counsel of The Regents.

The parties agree that when the approval process has been completed the Agreement will become operative when the document has been signed by the authorized representatives for both parties. Upon signature by the University representative, the effective date of this Agreement will be communicated to the Union.

\_\_\_\_\_  
Linda G. Listmann                      Date  
Chief Negotiator  
University of California  
Santa Cruz

\_\_\_\_\_  
Claude Piller                              Date  
Chief Negotiator  
American Federation of State,  
County, and Municipal Employees  
Local 3299

\_\_\_\_\_  
James West                              Date

\_\_\_\_\_  
Jan Graff                                      Date

\_\_\_\_\_  
Maureen McLean                      Date

\_\_\_\_\_  
Charles Dittrick                      Date

\_\_\_\_\_  
Suzanne Purcell                      Date

\_\_\_\_\_  
James Durning                      Date

ARTICLE 52  
APPENDICES

Appendix A  
Rental Rates  
Lick Observatory/Mount Hamilton

Appendix A  
Continued 1

Appendix A  
Continued 2

Appendix B  
Utility Rates Lick  
Observatory/Mount Hamilton

<b>Employee Name</b>	<b>Residence Identification</b>	<b>Utility Reduction</b>
G. Cook	#20	33%
S. Crowe	#5	33%
D. Lingo	#3	33%
J. Zaknich	--	--

Appendix C  
Labor-Management Meetings  
UC/AFSCME Systemwide Bargaining Units Agreement

B. Labor-Management Meetings

The University and the Union agree that labor-management meetings for the areas of discussion set forth below shall be held in accordance with the following provisions:

1. Local Campus/Laboratory Labor-Management Meetings

- a. Local labor-management meetings shall be held quarterly, unless mutually agreed otherwise by the parties.
- b. A maximum of three (3) bargaining unit employees, one (1) each from the appropriate bargaining unit, provided that the local campus/Laboratory has employees covered by this Agreement, shall be in a without loss of straight time pay status not to exceed a total of eight (8) hours each per meeting. The parties may mutually agree to allow additional unit employees to attend the local campus/Laboratory labor-management meetings. The parties may by mutual agreement place the additional attendee(s) in a without loss of straight time pay status. One non-employee AFSCME staff member may attend the local campus/Laboratory labor-management meetings.
- c. Any travel and subsistence expenses incurred shall be the responsibility of the employees. However, reasonable actual travel (at the employees' campus/Laboratory) during the employees' regularly scheduled hours of employment shall be in a without loss of straight time pay or benefits status not to exceed a total of eight (8) hours for any one (1) meeting which shall also include the time actually spent in the labor-management meeting.
- d. Items to be included on the agenda for the aforementioned labor-management meetings are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting if at all possible. Each party shall designate a chair, who shall have responsibility to make arrangements for the scheduled labor-management meeting. The chairs shall mutually agree to the agenda, time and place of the meeting. Appropriate agenda items for such meetings include:
  - 1) administration of the Agreement;
  - 2) disseminate general information of interest to the parties;
  - 3) jurisdictional areas of bargaining unit employees;

- 4) health and safety matters regarding bargaining unit employees;
- 5) Affirmative Action matters regarding bargaining unit employees;
- 6) information regarding personnel transactions and vacancies;
- 7) give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit, including topics such as alternate work schedules and child care;
- 8) provisions of the contract which call for local mutual agreement; and
- 9) additional items mutually agreed to by the parties for placement on the agenda.

## 2. University-wide Labor Management Meeting

- a. A University-wide labor-management meeting shall be held once a year unless mutually agreed otherwise. The Office of Labor Relations of the Office of the President and AFSCME International shall discuss items such as the administration of this Agreement. The agenda for this meeting shall be determined by mutual agreement of the parties at least seven (7) calendar days prior to the scheduled meeting date.
- b. Ten (10) bargaining unit employees (one from each campus/Laboratory) shall be in a without loss of straight time pay status for time spent in the labor-management meeting held during their regularly scheduled hours of employment. The parties may by mutual agreement:
  - 1) increase the total allowable hours of without loss of straight time pay status;
  - 2) allow additional unit employees to attend the University-wide labor-management meeting;
  - 3) place the additional attendees in without loss of straight time pay status.
- c. Any travel and subsistence incurred shall be the responsibility of the employees. However, reasonable actual travel during the employees' regularly scheduled hours of employment shall be in a without loss of straight time pay or benefits status not to exceed a total of eight (8) hours for any one (1) meeting which shall also include the time actually spent in the labor-management meeting.

3. It is expressly understood by the parties that the purpose of the aforementioned labor-management meeting(s) is not to negotiate but is to discuss and provide information. In no way may the result of such meetings be to change, eliminate or add to the provisions of this Agreement.

The foregoing Agreement between the American Federation of State, County, and Municipal Employees and The Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative of each party.

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

AMERICAN FEDERATION OF  
STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES

By \_\_\_\_\_  
Judith W. Boyette  
Associate Vice President  
Human Resources & Benefits  
University of California

By \_\_\_\_\_  
Claude Piller  
American Federation of State,  
County, and Municipal Employees  
Local 3299

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Linda Listmann  
Chief Negotiator  
University of California  
Santa Cruz

Date \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
Leslie L. Van Houten  
University Counsel of The Regents  
of the University of California

Date \_\_\_\_\_