

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL 3299
(AFSCME 3299)**

SKILLED CRAFTS (K7) BARGAINING UNIT

JANUARY 22, 2020 – OCTOBER 31, 2023

**SKILLED CRAFTS (K7) UNIT AGREEMENT
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ARTICLE 1 – 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 the Office of Employee and Labor Relations 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 quarterly a written list of all AFSCME representatives, AFSCME designated employee representatives and officers who are authorized by the union to conduct union business to the Office of Employee and Labor Relations. 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 9, 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 operational unit (i.e. Physical Plant).

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 shop stores, one in Physical & Biological Sciences, Colleges, Housing & Educational Services (CHES) and in Central Heat Plant.
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. United States mail which is received by the University bearing an employee name and accurate address will be distributed to the employee in the normal manner. In departments where employee mailboxes exist, the union shall have reasonable use of them. In departments where individual mailboxes are in a work area or restricted location, AFSCME may make arrangements with the responsible University official in the work area or restricted location to have the AFSCME mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute AFSCME mail to employees by the normal method.
2. 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

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Section H. Article 9 – 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 or long distance charges 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 audit employee representatives' use of the telephone system to the same extent as it may audit other employees' use of such equipment including, but not limited to the use of University cell phones.

H. Email Use

AFSCME-designated employee representatives may use their University e-mail account for the purpose of conducting union business which is specifically authorized by Article 9 – Grievance Procedure. The use of email accounts shall be protected as outlined in the University's Electronic Communication Policy. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

I. 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.

J. Paid Leave of Absence for Union Business

1. The Union will provide the Office of Employee and Labor Relations with the names of designated officers and shop stewards and changes as they occur.
2. The Union shall submit to the Office of Employee and Labor Relations, 10 days in advance of the leaves, the names of non-probationary career employees requesting leave, not to exceed one from any one skilled craft shop. Authorization for such leave shall not be granted for a period of less than one (1) day and such leave shall not be granted more than once per calendar month.
3. Upon at least ten (10) calendar days' advance written request to her/his department manager, with a concurrent copy to the Office of Employee and Labor Relations, a union officer or shop steward, not to exceed one from any one campus Division, may be granted one (1) day of paid reimbursed leave for union business in any one calendar month. Authorization for such leave shall not be granted for a period of less than one (1) day and such leave shall not be granted more than once per calendar year.
4. In addition to paragraph two above, a union officer or shop steward, not to exceed one from any one campus Division, may be granted between two and ten consecutive work days of paid reimbursed leave for union business in any one calendar year upon at least twenty (20) calendar days advance written request of her/his department manager, with a concurrent copy to the Office of Employee and Labor Relations Office.

K. New Employee Orientations

1. As described below, AFSCME shall have access to new bargaining unit employees at the University's new employee orientation.
2. AFSCME shall be permitted to meet with bargaining unit employees for no more than 30 minutes immediately before new employee orientation sessions, for the purpose of sharing information with new bargaining unit employees. Management employees and/or orientation presenters shall not participate or be present in the union portion of the orientation.
3. The union may have two representatives attend the new employee orientation. The representative may be either a union staff representative or a designated shop steward. Attendance at new employee orientation for shop stewards shall be counted as release time.
4. The University shall provide standing release time for up to three AFSCME employees during orientation days. The release time shall be for the sole purpose for AFSCME representatives to meet with new employees. No more than two AFSCME representatives shall be present for the new employee orientation. The AFSCME representatives shall let their supervisors know when they are planning to attend the new employee orientation after notice has been received of a new employee attending orientation pursuant to section K.6. below.
5. The University shall provide notice of the dates and times of new employee orientation no less than 15 calendar days prior to the orientation.
6. The University will provide notice to AFSCME four calendar days before the new orientation begins with the names of new K7 employees who are set to attend the next orientation session.
7. In the event that a represented employee was onboarded without notification, AFSCME will have an opportunity to schedule a time to meet with the employee by contacting that employee directly.
8. The University will provide AFSCME will sign in sheets from the new employee orientation within four calendar days from the date of the orientation.

ARTICLE 2 – 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 thirty (30) 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 in writing 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 at 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, unless appealed to PERB within fifteen calendar days.

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 and the University may elect to resolve disputes regarding exclusion of positions from the bargaining unit through the PERB Unit Modification Procedures or following the expedited procedure in D.3.b., above.

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 as the parties are in mutual agreement as to a different assignment or, if such agreement is referred to PERB within the appeal period stated above, until resolution of the matter by PERB.

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 9 – Grievance Procedure, nor Article 3 – Arbitration Procedure, of this Agreement.

G. Abolition of Classifications

The University agrees to inform AFSCME when classifications are abolished.

ARTICLE 3 – 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 9). 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 4 – 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. The University of California retains its management right to layoff employees, except that it will not layoff bargaining unit employees as the result of contracting out services.
- C. Except as provided below, the University will not contract services comprising work normally performed by bargaining unit employees:
 - 1. Examples of instances in which a contract for such service may be appropriate include:
 - a. emergency after-hour situations where no K7 member was able to respond;
 - b. occasional one-off projects for which the specific craft shop does not have the capacity to handle at that time;
 - c. large-scale one-time projects that require more personnel than the shops can dedicate to a project but do not justify hiring additional personnel for those isolated instances;
 - d. projects that require specialized skills, expertise and/or equipment not present in the bargaining unit; and
 - e. supplementing the skills and expertise of K7 unit members when necessary.
 - 2. 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. is subject to grievance and arbitration.

ARTICLE 5 – 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:

MECHANIC TITLE	TITLE CODE
Building Management Shop Worker	8351
Building Management Shop Specialist	8349
Building Management Shop Lead	8350
Carpenter	8110
Carpenter Specialist	8389
Carpenter Lead	8109
Co-Gen Operator	8094
Co-Gen Operator Specialist	8395
Co-Gen Operator Lead	7784
Electrician	8138
Electrician Specialist	8377
Electrician Lead	8137
Fire & Security Tech	9445
Fire & Security Specialist	8378

Fire & Security Lead	8379
HVAC	8185
HVAC Specialist	8375
HVAC Lead	8184
Inspector Planner Estimator	8151
Locksmith	8266
Locksmith Specialist	8380
Locksmith Lead	8265
Painter	8106
Painter Specialist	8381
Painter Lead	8265
Plumber	8258
Plumber Specialist	8376
Plumber Lead	8105
Sign Maker	8286
Sign Maker Specialist	8388
Sign Maker Lead	8285

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 20 – Medical Separation.

ARTICLE 6 – 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 13.I. A meal allowance for travel in excess of 12 hours will be provided in accordance with Article 40.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 7 – 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) calendar 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) calendar 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 seven (7) calendar 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) calendar 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.

ARTICLE 8 – DURATION OF AGREEMENT

- A. The terms and conditions of this Agreement shall remain in full force and effect commencing on January 22, 2020, and shall terminate at 11:59 p.m. on October 31, 2023, 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 Director of Employee & Labor Relations or their appointee no later than May 1, 2023. The University shall present its written proposals for a successor Agreement to the Executive Director, AFSCME Local 3299, no later than June 1, 2023.

- C. In the event that neither party gives timely notice as set forth in Section C. of this Article, this Memorandum of Understanding shall remain in effect on a year-to-year basis. In the event that the Agreement continues in this manner, written proposals and a list of bargaining team members for a successor Agreement shall be presented to the University by AFSCME no later than May 1 of the applicable year. The University shall present its written proposals no later than June 1 of the applicable year.

ARTICLE 9 – 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 not more than two representatives 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 should 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 Manager, the Academic Assistant Dean, or the UC 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 Labor Relations Manager.

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 UC 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 ten (10) 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 UC 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 UC 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 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 may include: 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.

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 10 – 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.
2. In the event an employee believes that they have been assigned a task that is unsafe, or that requires additional training or equipment, the employees shall, as soon as practicable, inform their supervisor of the components of the assignments that they believe to be unsafe. Nothing in this provision shall limit the employee's option to contact the Office of Environmental Health & Safety (EH&S). An employee who has informed their supervisor of an unsafe assignment has the right to refuse to perform work that they believe is unsafe, while the University is investigating or remedying their concern.
3. If the supervisor does not provide additional training/instruction/equipment or does not make assignment changes sufficient to remediate the employee's concerns, the supervisor or employee shall have the employee's claim assessed by a University EH&S employee responsible for the assessment of health and safety conditions before the employee is required to continue with this task. The employee shall have the right to have an AFSCME representative present while the EH&S employee is meeting with or interviewing the employee regarding their claim. If EH&S determines the assignment requires additional training/instruction or other remedies, the supervisor shall follow the University's procedures to remedy the situation prior to assigning work to the employee.
4. If an employee required to clean up a chemical spill has a question as to the identification or properties of the chemical involved, they 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, they 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 safety data sheet from the vendor. These sheets relative to chemicals and substances used at the workstation 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 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.
- 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 Union representatives to the 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 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. Employees will read owners' manuals for tools, understand proper operation of all tools, and routinely inspect for safe operating condition. University tools and equipment shall not be used for any non-University purposes.
- L. Protective clothing is attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling.
 - a. 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.
 - b. 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 11 – HIRING

- A. When the University intends to fill a vacant bargaining unit position, job announcements will be posted electronically for at least fourteen (14) calendar days prior to the final filing date for the position. Applications are to be electronically submitted to the Staff Human Resources 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 electronically 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 12 – 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. Memorial Day
5. Independence Day
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 celebrated as Cesar Chavez Day, as designated 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 workday before the holiday and the first scheduled workday 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 13 – HOURS OF WORK

A. Standard Workweek

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

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 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. A second meal period shall be provided for a shift of more than ten (10) hours.

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 workday. 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, non-grievable 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 either

- (1) an employee is ordered back to work without prior notice; or
- (2) 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, Utility, and Fleet Services Associate Director for Physical Plant, Physical and Biological Sciences, or the Administrative Officer for CHES Facilities, as appropriate.

J. An employee will be reimbursed up to \$15.00 with receipts for a meal purchased the same day when required to work more than two hours past the normal quitting time after working a full-time scheduled day and it is impractical to return home during regular meal time.

K. 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 authority to discipline the employee.

ARTICLE 14 – 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 15 – 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. Two (2) 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) matters of contracting out, including reviewing contracts requested by the union;
 - 11) 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 16 – LAYOFF, REDUCTION IN TIME, RECALL

A. General Provision

The University shall make every effort to avoid layoffs. 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. Selection for Layoff

1. Layoff is effected by the following layoff units:
 - a. Physical & Biological Sciences
 - b. Physical Plant
 - c. Colleges, Housing & Educational Services ("CHES")
2. Selection for layoff is by layoff unit, seniority, and skills, knowledge, or abilities, in that order.
3. Limited employees shall be released prior to laying off non-probationary career employees.
4. The University shall also attempt to avoid layoff by offering the affected bargaining unit employee(s) another vacant career position in the bargaining unit, if any, provided the affected employee is qualified to fill the vacancy.
5. Non-probationary career employees in the craft being laid off with the least seniority shall be laid off first.
6. The University may retain employees irrespective of seniority who possess skills, knowledge, or abilities which are not possessed by other employees in the same craft and layoff unit and craft and cannot be learned on the job in six (6) months or less and which are necessary to perform the ongoing functions of the University. 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. Seniority Definition

Unless otherwise indicated, seniority shall be calculated in accordance with Article 35 – 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 craft 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.

F. 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.

G. 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.

H. 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 craft 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 within 10 calendar days 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.

I. Severance

A career employee who has received a notice of indefinite layoff may elect in writing, severance pay in lieu of recall rights within fourteen (14) calendar days of receipt of the notice of layoff. Election is irrevocable. Severance pay shall be in accordance with the following:

1. Payment - An employee who elects severance pay in lieu of recall rights shall be paid a lump sum as follows:

- a. employees with less than five (5) years of University service shall receive two (2) weeks severance pay.
- d. Employees with five (5) or more years of University service shall receive five (5) weeks severance pay, plus one (1) week for each additional year of service, up to a maximum of sixteen (16) weeks.
- e. This section shall not apply to temporary layoff or reduction in time.
- d. Failure to make an election as provided will result in the employee receiving recall rights and extinguish the right to severance pay.

ARTICLE 17 – LEAVES OF ABSENCE

A. General Provisions

In accordance with the provisions of this Article, leaves of absence, with or without pay may be approved by the University. If applicable state or federal law requires that the University offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

1. Benefit Eligibility

- a. For purposes of benefit eligibility an approved leave without pay shall not be considered a break in service. Except as provided in Section D. Family and Medical Leave (FML), an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans (as determined by plan documents and regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.
- b. Employee benefit plan coverage during an approved FML leave of absence will be continued in accordance with the provisions of Section E. Pregnancy Disability Leave and Section D. Family and Medical Leave (FML).

2. Except as provided in Section D.1.a.ii, Family and Medical Leave (FML) periods on leave in a without-loss-of-straight-time pay status shall be considered time worked.

3. Requests for Leave

- a. Except as provided in Section D. Family and Medical Leave (FML), requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. 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, with 30 days advance, written notice. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the University with as much advance, written notice as possible, and, at a minimum, with such notice no more than five working days after learning of the event. All requests for leave shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

4. Duration

- a. The duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section C. Medical Leaves of Absence and Section D. Family and Medical Leave (FML), written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article or to satisfy the University's obligation to reasonably accommodate a disabled employee, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months, except as may otherwise be required by applicable law.

5. Return to Work

- a. Except as provided in Section C. Medical Leaves of Absence, Section D. Family

and Medical Leave (FML), Section E. Pregnancy Disability Leave, and Section L. Military Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six calendar months or less, or 12 months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee actually been working rather than on leave when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.

- b. An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.
 - c. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.
6. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job, in accordance with Article 33 – Resignation & Job Abandonment, if such failure to return exceeds five consecutive working days of the anticipated return date.

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 calendar months.
2. If an employee's request for a personal leave of absence without pay is denied, such denial may, upon the employee's written request, be reviewed by the Department/Division Head. The results of such a review shall not be subject to Article 9. Grievance Procedure or Article 3. 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 12 months.

C. Medical Leaves of Absence

A Medical Leave of Absence, granted under this section, is the period(s) an eligible employee is granted leave from work for medical reasons in accordance with Section C.1, Eligibility, below. This leave includes the combined use of accrued sick leave and the medical leave of absence without pay in accordance with the provisions of this Article and Article 38 – Sick Leave. In the event that an employee's accumulated sick leave credit is exhausted, an employee may be placed on a Medical Leave of Absence without pay in accordance with the provisions of this section. Medical leaves of absence without pay are provided for leaves due to non-work related illnesses or injuries. For leaves due to work-related illnesses or injuries, see Article 45 – Work-Incurred Injury or Illness.

1. Eligibility for a Medical Leave of Absence
 - a. An employee may be eligible for a Medical Leave of Absence without pay when he/she:
 - i. Is medically incapable of performing essential assigned functions of his/her job due to a non- work related illness or injury; and
 - ii. Has furnished evidence of disability satisfactory to the University; or

- iii. Has exhausted her four (4) month entitlement to leave under Section E. Pregnancy Disability Leave and is still disabled by pregnancy, childbirth, or related medical conditions; or
 - iv. Has either exhausted his/her 12 workweek entitlement under Section D. Family and Medical Leave (FML), or is not otherwise eligible for leave due to the employee's serious health condition under Section D. Family and Medical Leave (FML).
2. Notification for a Medical Leave of Absence

Requests for medical leave shall be in writing as provided in Section A.3, and the employee shall furnish evidence of the medical need for leave that is satisfactory to the University as provided in Section C.3, Documentation and Verification, below. Additionally, an employee must notify the University of the need to extend his/her medical absence from work prior to the employee's anticipated date of return.

3. Documentation and Verification for a Medical Leave of Absence
 - a. Documentation of the employee's disability (or other medical need for leave) and/or ability to return to work is required and is subject to verification by the University. Such documentation shall include, but is not limited to, a statement from a health practitioner's (as defined in Article 38 – Sick Leave, Section D.4.) regarding the anticipated duration of the employee's medical condition, and a statement that the employee is temporarily incapable of performing the essential assigned functions of his/her job, without or without reasonable accommodation.
 - b. 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 required by the University.
 - c. An employee on a Medical Leave of Absence shall submit medical verification from his/her health care provider that he/she has been medically released to perform the essential functions of his/her job, with or without reasonable accommodation, prior to his/her return to work.

4. Duration of a Medical Leave of Absence

Medical leaves of absence are granted for the period of verified disability (or other medical need for leave) and are not granted for non-medical purposes. When the use of accrued sick leave and a medical leave of absence without pay are combined, a medical leave of absence from work for non-work related disability purposes may be granted by the University for a total period of verified disability not to exceed six months. If further leave is required, see Section C.5.

5. Extensions of Leaves

- a. In the event that an employee's verified non-work- related disability (or other medical need for leave) exceeds six months, a personal leave of absence may be granted in accordance with the provisions of Section B. Personal Leave of this Article. However, the aggregate of leave for medical reasons normally shall not exceed 12 consecutive months, except as may otherwise be required by applicable law. The granting of a personal leave of absence in order to extend an employee's total absence from work for medical purposes is at the sole discretion of the University and without recourse to Article 9 – Grievance Procedure or Article 3 – Arbitration Procedure of this Agreement.

An employee on such personal leave of absence shall submit medical verification that he/she has been medically released to perform the essential assigned functions of his/her job prior to his/her return in accordance with Section C.3.c., of this Article.

- b. A request to extend a leave for medical reasons may not be granted when medical separation is appropriate.

6. Return to Work After a Medical Leave of Absence

An employee returning from an approved medical leave of absence shall be returned to the same or a similar position when the employee has been medically released to perform the essential assigned functions of his/her job. If the position held has been abolished or affected by layoff during the absence, the employee shall be afforded the same considerations which would have been afforded had that employee actually been working rather than on leave when the position was abolished or affected by layoff.

D. Family and Medical Leave (FML)

An employee who is eligible for Family and Medical Leave (FML) and has not exhausted his or her FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below: (a) due to the employee's own serious health condition, (b) to care for a family member with a serious health condition, (c) as Pregnancy Disability Leave, (d) as Parental Leave, (e) as Military Caregiver Leave, or (f) as Qualifying Exigency Leave.

1. General Provisions for FML

a. Definitions

- i. The leave year is the calendar year for all types of FML except Military Caregiver Leave. For Military Caregiver Leave, the leave year is the single 12-month leave period that begins on the first day of the leave.
- ii. 1,250 Hours of Actual Service means time actually spent at work and does not include any paid time off, such as vacation, compensatory time, or sick leave, holidays not worked, or time spent in unrestricted on-call status. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 2,250 hours of actual work requirement.
- iii. Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in loco parentis; provided that the child is either under 18 years of age or incapable of self-care because of a mental or physical disability.
- iv. Parent means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in loco parentis to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in loco parentis to the employee when the employee was a child.
- v. Spouse means a partner in marriage and may be of the same or opposite sex.
- vi. A serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- i.a.) “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - ii.b.) “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider, as defined in section D.1.a.viii., below.
- vii. A serious health condition of a family member is a serious health condition, as defined in Section D.1.a.vi. above, of the employee's child, parent, spouse, or same or opposite-sex domestic partner that requires the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member’s treatment or incapacity.
- viii. Health care provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), physician assistant, nurse practitioner, nurse-midwife or clinical social worker performing within the scope of their practice as defined under State law; Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

b. Eligibility Criteria for FML

Employees who have at least 12 cumulative months of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve-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 of FML in the leave year, except when FML is being taken as Military Caregiver Leave or Pregnancy Disability Leave. If the employee is taking FML as Military Caregiver Leave, the employee shall be eligible for up to 26 workweeks of leave in a single 12-month leave period. If the employee is taking FML as Pregnancy Disability Leave, the employee shall be eligible for leave for the period of verified pregnancy-related disability up to four months of leave per pregnancy. FML includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation, and leave of absence without pay. Aggregate time used for FML shall not exceed 12 workweeks in the leave year unless the employee is taking FML Leave as Military Caregiver Leave or as Pregnancy Disability Leave. An employee on approved leave may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work).

c. Time Periods for FML

- i. For FML purposes only, 12 workweeks means 12 workweeks in the calendar year (or 26 workweeks in the single 12-month leave period if the employee

is taking FML as Military Caregiver Leave) 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.

- ii. When supported by a complete and sufficient certification, the University shall grant FML for any of the six reasons identified in the first paragraph of Section D., except Parental Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. For Parental Leave, see Section D.5.d. 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.
- iii. When the employee requests FML on an intermittent or on a reduced leave schedule basis for planned medical treatment of the employee or the employee's family member with a serious health condition, 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 be to a position that has equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Should the employee object to the temporary transfer, the employee may submit a written request for review to the Department/Division Head. Such temporary transfer shall not be subject to Article 9 – Grievance Procedure or Article 3 – Arbitration Procedure.

d. Notice for FML

- i. 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.
- ii. If the need for leave is foreseeable due to the planned medical treatment of the employee or his/her family member, the employee shall make reasonable efforts to schedule the leave so as to avoid disruption to the University's operations.
- iii. 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 advance notice as is practicable, and, at a minimum, with such notice within five working days after learning of the event.
- iv. An employee who fails to give 30 days' notice for a foreseeable leave with no reasonable basis for the delay may have his/her FML leave delayed until 30 days after the date on which the employee provides notice.
- v. The University shall determine whether the employee is eligible and qualifies for FML and shall notify the employee, in writing, when the leave is designated or provisionally designated as FML 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 (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave or up to 4 months per pregnancy if FML is taken as Pregnancy Disability Leave) may be granted in accordance with

this Section.

e. Certification and Other Supporting Documentation for FML

i. For the Employee's Own Serious Health Condition

- a. When leave is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for FML be supported by a written certification issued to the University by the employee's health care provider. Such request to the employee shall be in writing. The certification may be provided on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee has a serious health condition, include the following:
- b. A statement as to whether the employee is unable to perform any one of the essential assigned functions of the position, and
- c. The date, if known, on which the serious health condition commenced, the probable duration of the condition and the employee's probable date of return, and
- d. Whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced schedule, and if so, the probable duration of the need for such schedule, and,
- e. If the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

ii. If Leave is Requested for the Employee's Family Member

When a leave of absence is requested for the serious health condition of the employee's family member, the University shall require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee's family member has a serious health condition, include:

- a. A statement that the serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
 - b. Whether the employee's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.
 - c. In addition, the employee will be required to certify either on the same form or separately what care he/she will provide the family member and the estimated duration of the period of care.
- iii. The University may, at its sole, non-grievable discretion, require that an employee complete a Declaration of Relationship form to certify his/her relationship with the family member when the employee is requesting FML to care for a family member with a serious health condition or to certify his/her relationship with the child when the employee is requesting FML as Parental Leave. The employee's failure to provide a completed

Declaration of Relationship form within fifteen (15) calendar days of the University's written request may, at the sole, non-grievable discretion of the University, result in discontinuance of the leave until the required documentation is provided or, if the leave has not yet begun, a delay in the start of the leave. If the employee fails to provide the completed Declaration of Relationship form within a reasonable period of time, FML may be denied.

- iv. Should the University have a good faith, objective reason to doubt the validity of the employee's medical certification for his/her own serious health condition, the University has the right to require the employee to obtain a second medical opinion from a second health care provider selected by the University and the employee. Should the second medical opinion differ from that of 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.
 - v. If additional leave is requested upon expiration of the leave granted, or should the circumstances of the leave change, the University may require the employee to obtain recertification. Such requests for subsequent certification shall be in writing.
 - vi. If certification or recertification is required, the employee shall return the certification within 15 calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period, may result in the denial of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given 15 calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the denial of the leave or the denial of continuation of the leave. If the employee fails to provide a certification/recertification or a completed certification/recertification and the leave has not begun the request for FML begun, the request for FML may be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave not taken is not FML leave. If the employee was taking FML due to his or her own serious health condition, the employee must be medically released to perform the essential assigned functions of his/her job, with or without reasonable accommodation, before returning. 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.
- f. Use of Accrued Paid Leave During FML
- FML is unpaid unless an employee uses accrued paid leave (sick leave, vacation leave, or compensatory time off) during FML as provided in this section:
- i. An employee on an approved FML to care for a family member with a serious health condition, may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time before taking FML 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. Up to thirty (30) days of accrued sick leave per year may be used during FML when FML taken to care for a family member with a serious health condition under this section pursuant to Article 38 – Sick Leave, Section B.3.b.

- ii. An employee on an approved FML for Parental Leave may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time before taking FML 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.
- iii. An employee on an approved FML for his/her own serious health condition, shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 45 – Work Incurred Injury or Illness, if applicable. Employees not eligible for University disability benefits and who are not on leave due to a work-incurred illness or injury shall use all accrued sick leave prior to taking FML without pay. An employee may also use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation before taking an FML 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.
- iv. For an employee's use of accrued leave while on Pregnancy Disability Leave see Section E.5.
- v. For an employee's use of accrued paid leave while on Military Caregiver Leave, see Section D.6.e.
- vi. For an employee's use of accrued paid leave while on Qualifying Exigency Leave, see Section D.7.e.
- g. Continuation of Health Benefits During FML
An employee on an approved FML Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as follows:
 - i. When the employee is on FML that runs concurrently under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
 - ii. When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single 12-month leave period, as defined in section D.1.a.i.
 - iii. When the employee is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
 - iv. When the employee is on a Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently under the FMLA: Continued coverage for up to four (4) months in a twelve month period per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar

year.

- v. When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after an employee's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.
- vi. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

h. Review of Denials or Deferrals of FML

If an employee's request for FML is denied, deferred 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 Department/Division Head. Neither the University's action in granting or not granting an FML nor the results of such review shall be subject to Article 9 – Grievance Procedure or Article 3 – Arbitration Procedure of this Agreement.

i. Return to Work After FML

An employee granted FML for any reason other than Pregnancy Disability shall be returned to the same or an equivalent position upon return from the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section E.7 below. 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 actually been working rather than on leave when the position was abolished or affected by layoff. An employee granted an FML is not entitled to reinstatement to his/her position if the employee's appointment ending date or predetermined date of separation occurs before the scheduled return date.

2. FML for the Employee's Serious Health Condition

FML for the employee's own serious health condition is leave taken when the employee's own serious health condition, as defined in Section D.1.a.vi, above, renders the employee unable to perform any one or more of the essential functions of the employee's position.

3. FML to Care for a Family Member with a Serious Health Condition

FML to care for a family member with a serious health condition is leave to care for the employee's child, parent, spouse, or same or opposite sex domestic partner who has a serious health condition, as defined in Section D.1.a.vi., above.

4. FML as Pregnancy Disability Leave

When an employee takes Pregnancy Disability Leave pursuant to Section E – Pregnancy Disability Leave, below, is eligible for FML under the FMLA, her Pregnancy Disability Leave will be counted against her FML entitlement under the FMLA as well as her entitlement under the PDLL.

5. FML as Parental Leave

Parental Leave is a form of FML an employee may take to bond with the employee's newborn or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption or placement of the child. This type of leave shall be initiated and concluded within one year of the birth or the placement of the child with the employee. The University will grant a Parental Leave subject to the limitations described below.

a. Eligibility Criteria

An employee taking Parental Leave must meet the eligibility requirements for FML set forth in Section D.1.b. except when the employee is taking Parental Leave immediately following Pregnancy Disability Leave and was eligible for FML under the FMLA/CFRA at the beginning of that Pregnancy Disability Leave; in those circumstances, the employee shall be granted a Parental Leave for up to twelve workweeks after her Pregnancy Disability Leave, provided that she has not exhausted her FML entitlement under CFRA for that leave year.

b. Requests for Parental Leave

The employee shall request Parental Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the employee, but the employee shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with an FML leave taken for pregnancy/childbearing disability, shall be set at the time such Pregnancy Disability Leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of the child's placement with the employee.

c. Leave Entitlement

Parental Leave alone shall not exceed twelve (12) workweeks in a calendar year. When Parental Leave is combined with a Pregnancy Disability Leave, the total FML Leave shall not exceed seven months in the leave year.

d. Length of Parental Leaves

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

6. FML as Military Caregiver Leave

Military Caregiver Leave is a type of FML that an eligible employee may take to care for a family member who is a "covered service member" undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty, consistent with the definitions of those terms in Section D.6.a. below. The general FML provisions set forth in Sections D.1. above apply to Military Caregiver Leave except to the extent that provisions more specific to Military Caregiver Leave are set forth in this Section.

a. Definitions applicable to Military Caregiver Leave

i. Covered service member means (i) a current member of the regular Armed Forces (including a member of the Reserves; a member of the National Guard; or a member of the Armed Forces, the National Guard, or the Reserves who is on the temporary disability retired list) who has a serious injury or illness incurred or aggravated in the line of active duty for which he or she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list; or (ii) a veteran of the Armed Forces (including the National Guard or the Reserves), provided that the veteran is undergoing medical treatment, recuperation, or therapy for a serious injury or illness that was incurred or aggravated in the line of active

duty, and that treatment, recuperation or therapy is occurring within 5 years of the date the veteran left the Armed Forces.

- ii. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes Military Caregiver Leave to care for a covered veteran.
- iii. Outpatient status means the status of a service member assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- iv. Serious injury or illness means (a) for a current member of the Armed Forces (including the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the covered servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating or (b) for a covered veteran: injury or illness that was incurred by the covered veteran in the line of duty by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran.
- v. Parent of a covered servicemember means a covered servicemember's biological parent, adopted parent, step-parent, foster parent, or any other individual who stood in loco parentis to the covered servicemember when the covered servicemember was a child. The term does not include parents "in law."
- vi. Son or daughter of a covered servicemember means a covered servicemember's biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- vii. Next of kin means either (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the person who the covered servicemember has designated in writing as his/her nearest blood relative for purposes of Military Caregiver Leave.
- viii. Single 12-month leave period means the period beginning on the first day the employee takes leave to care for the covered servicemember and ending 12 months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML.)

b. Eligibility Criteria for Military Caregiver Leave

In addition to meeting the eligibility requirements for FML set forth in Section D.1.b., an employee taking Military Caregiver Leave must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered service member.

c. Leave Entitlement for Military Caregiver Leave

An eligible employee is entitled to up to 26 workweeks of Military Caregiver Leave during a single 12-month leave period.

Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take more than one period of 26 workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any "single 12-month period."

If an eligible employee does not use all of his or her 26 workweeks of leave entitlement to care for a covered servicemember during this single 12-month leave period, the remaining part of the 26 workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited.

As with other types of FML, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered servicemember, the employee may be required to transfer temporarily, during the period that the intermittent or reduced schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

d. Documentation and Certification for Military Caregiver Leave

Employees may be required to provide a certification completed by an authorized health care provider, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any other health care provider (as defined in Section D.1.a.viii) who is treating the covered servicemember to establish entitlement to Military Caregiver Leave. In addition, employees may be required to provide certain information (or have the covered servicemember provide that information) including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave, his or her relationship with the employee, and an estimate of the leave needed to provide the care. The employee may also be required to provide confirmation of a covered family relationship between the employee and the covered servicemember.

e. Use of Accrued Paid Leave during Military Caregiver Leave

An employee on an approved FML leave for Military Caregiver Leave may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work or accrued vacation time before taking FML 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 FML without pay. Up to thirty (30) days of accrued sick leave per year may be used during FML

taken to care for a family member who is a covered service member with a serious injury or illness pursuant to Article 38 – Sick Leave, Section B.3.b.

7. FML as Qualifying Exigency Leave

Qualifying Exigency Leave is a type of FML that an eligible employee may take if the employee's spouse, domestic partner, son, daughter or parent is a military member and the employee needs to attend to any "qualifying exigency" while the military member is on covered active duty or call to covered active duty consistent with the definitions of those terms in Section D.7.a. below. The general FML provisions set forth in Sections D.1. above apply to Qualifying Exigency Leave except to the extent that provisions more specific to Qualifying Exigency Leave are set forth in this Section D.7.

a. Definitions applicable to Qualifying Exigency Leave

- i. Covered active duty status or call to covered active duty status means (a) in the case of a member of the regular Armed Forces, duty during the deployment to a foreign country or (b) in the case of a member of the Armed Forces Reserve, duty during the deployment to a foreign country under a Federal call or order to active duty in support of a contingency operation as defined by the FMLA.
- ii. Qualifying exigency is defined as any one of the following, provided that the activity relates to the military member's covered active duty or call to covered active duty status:
 - a. Short notice deployment to address issues that arise due to the military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment.
 - b. Military events and activities, including official ceremonies
 - c. Childcare and school activities for a child of the military member who is either under age 18 or incapable of self-care
 - d. Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status and for the 90 days after the termination of the military member's covered active duty status
 - e. Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age 18 or incapable of self-care
 - f. Rest and recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary rest and recuperation leave during deployment
 - g. Post-deployment activities to attend ceremonies sponsored by the military for a period of 90 days following termination of the military member's covered active duty and to address issues that arise from the

death of the military member while on covered active duty status

- h. Parental care for the parent of the military member when the parent is incapable of self-care
- i. Additional activities related to the military member's covered active duty or call to covered active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

b. Eligibility for Qualifying Exigency Leave

In addition to meeting the eligibility requirements for FML set forth in Section D.1.b., an employee must be the spouse, domestic partner, son, daughter, or parent of a military member to be eligible for Qualifying Exigency Leave.

c. Leave Entitlement for Qualifying Exigency Leave

Eligible employees are entitled to up to twelve (12) workweeks of Qualifying Exigency leave during a calendar year. As with other types of FML, Qualifying Exigency Leave may be taken on an intermittent or reduced schedule basis.

d. Documentation and Certification for Qualifying Exigency Leave

Employees may be required to provide a copy of the military member's active duty orders. Employees may also be required to provide certification of: (1) the reasons for requesting Qualified Exigency Leave, (2) the beginning and end dates of the qualifying exigency, and (3) other relevant information.

e. Use of Accrued Paid Leave During Qualifying Exigency Leave

An employee on an approved FML for Qualifying Exigency Leave may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time before taking FML 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 FML without pay.

E. Pregnancy Disability Leave

An employee may take Pregnancy Disability Leave when disabled by pregnancy, childbirth, or related medical conditions or for purposes of prenatal care.

1. Leave Entitlement for Pregnancy Disability Leave

During the period of verified pregnancy-related disability, a female employee is entitled to and the University shall grant a leave of absence of up to four months. If the pregnancy-related/childbearing medical disability continues beyond four months, a further medical leave of absence may be granted in accordance with Section C – Medical Leaves of Absence, above. Additionally, the employee may be eligible for a Parental leave to bond with a newly born child in accordance with Section D.5, above. When parental leave is granted under Section D.5, the total of Parental Leave and Pregnancy Disability Leave, when taken in conjunction, shall not exceed seven months in the leave year.

If an employee on approved Pregnancy Disability Leave is eligible for Family and Medical Leave (FML) under the FMLA because she satisfies the eligibility requirements set forth in Section D.1.b., above, the first twelve (12) workweeks of her Pregnancy Disability Leave shall run concurrently under the FMLA and California's PDLL. However, such leave shall not be counted against the employee's entitlement to FML under CFRA. Upon termination of a Pregnancy Disability Leave that runs concurrently under the FMLA and PDLL, an employee shall also be entitled to up to twelve (12) workweeks of FML for any CFRA-covered reason, provided the employee has not exhausted her CFRA leave entitlement for that leave year.

2. Intermittent and Reduced Schedule Leave

- a. When medically advisable and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced schedule shall be counted towards the employee's entitlement of up to four (4) months of Pregnancy Disability Leave.
- b. When the employee's health care provider states that it is medically advisable to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole, non-grievable discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications for the alternative position. Any alternative position shall have the equivalent rate of pay and benefits and shall better accommodate the employee's leave requirements than her regular position. Only the time actually spent on the intermittent or reduced schedule shall be counted towards the employee's entitlement of up to four (4) months of Pregnancy Disability Leave. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with Section E.7., below.

3. Transfer and Reasonable Accommodation

- a. 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 when such transfer is medically advisable according to 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 is considered time worked and 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 the employee's health care provider certifies that the transfer is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with Section E.7., below.
- b. If the employee's health care provider certifies that reasonable accommodations other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the

interactive process to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances

4. Certification

- a. When the employee requests a Pregnancy Disability Leave, the University may require that the employee provide a certification from her health care provider that contains the following: (1) a statement that the employee needs to take Pregnancy Disability Leave because she is disabled by pregnancy, childbirth, or related medical condition, and (2) the date on which the employee became disabled because of pregnancy and the estimated duration of the need for leave.
- b. When the employee requests a transfer or reasonable accommodation due to pregnancy disability, the University may require that the employee provide a certification from her health care provider that contains the following: (1) a description of the requested accommodation or transfer, (2) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the need for the reasonable accommodation or transfer. Failure to provide such certification may result in delay of the reasonable accommodation or transfer until the certification is provided.
- c. Failure to provide certification for leave, reasonable accommodation, or transfer within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave, reasonable accommodation, or transfer until the required certification is provided.
- d. The University may, at its sole non-grievable discretion, require that an employee provide a medical release from her health care provider if she will be returning to work immediately following Pregnancy Disability Leave.

5. Use of Accrued Leave during Pregnancy Disability Leave

Pregnancy Disability Leave may consist of leave without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. If accrued sick leave is exhausted, an eligible employee may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation prior to taking Pregnancy Disability 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 Pregnancy Disability Leave without pay.

6. Continuation of Health Benefits during Pregnancy Disability Leave

Consistent with Section D.1.g.iv, an employee on Pregnancy Disability Leave she shall be entitled to continue participation in health plan coverages (medical, dental, and optical) as if on pay status for the period of her disability up to four months.

7. Return to Work After Pregnancy Disability Leave

An employee who has been granted a Pregnancy Disability Leave or has been temporarily transferred due to pregnancy disability shall be returned to the same

job provided the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided such return is within four months of the date on which the Pregnancy Disability Leave commenced. If the same job is not available, a comparable job will be offered if the employee would have been entitled to the comparable job if she had been continuously working rather than on leave. If a comparable position is not available on the employee's scheduled date of return but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the employee of the position(s). If the employee is reinstated within that sixty-day (60-day) period, the period between the employee's originally scheduled date of reinstatement and her actual date of reinstatement shall not be counted for purposes of any employee pay or benefits. A female employee who is also granted Parental Leave under Section D Family and Medical Leave (FML) shall be returned to work in accordance with Section D.1.i. of this Article. An employee who was granted a medical leave of absence in accordance with Section C – Medical Leaves of Absence following Pregnancy Disability Leave shall be returned to work in accordance with Section C.6.

F. Jury Duty/Grand Jury Duty

Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for actual time spent on required jury service and required grand jury service and in related travel, not to exceed the number of hours in the employee's normal workday and the employee's normal workweek. Upon request, the University will endeavor to accommodate an employee's summons to jury duty with a change in shift assignment.

G. Voting

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

H. Blood Donations

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

I. Administrative or Legal Proceedings

- i. When an employee is attending administrative or legal proceedings on behalf of the University or is subpoenaed by the University to appear as a witness on its behalf 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 workweek.
- ii. Leave with pay shall not be granted when an employee is the plaintiff or defendant in a proceeding, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.
- iii. When served with a subpoena which compels the employee's appearance as a witness, in the prosecution of a person for an offense which the employee, by virtue of being on University premises during scheduled work hours, witnessed, the employee 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 workweek.
- iv. The granting of leave without loss of straight-time 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.

J. 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. The granting of such leave and the period of time shall be at the sole, non-grievable discretion of the University.

K. University Functions

At the sole, non-grievable discretion of the University and on a campus/Laboratory basis and within a campus/Laboratory 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.

L. Military Leave

1. Temporary Military Leave

Temporary military leave for active-duty and/or inactive duty training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty and/or inactive duty training for a period not to exceed 180 calendar days, including time spent traveling to and from such duty.

a. Eligibility For Pay

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

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

b. Verification of Employee's Military Orders

Employees who report for weekend military duty and who received orders covering the entire year's schedule may be required to provide the full year schedule when issued.

c. Part-Time Employee

For purposes of Section L.1.a., an eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.

d. Ineligible Employee

An employee not eligible for military leave pay under Section K.2 may have such absence charged to accrued vacation, accrued compensatory time off, or the military leave may be without pay.

e. Benefits

- i. An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.
 - ii. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits.

2. Reserve Training for Inactive Duty

Reserve training leave for inactive duty shall be granted to any employee who, as a member of a reserve component of the United States Armed Forces, must perform inactive duty such as weekly or monthly meetings or weekend drills.

3. Extended Military Leave

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

a. Period of Leave

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

b. Eligibility for Pay

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

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

c. Verification of Employee's Military Orders

The University may require verification of an employee's military orders for leaves of thirty (30) or more days.

d. Benefits

- i. An employee granted extended military leave shall at the time the leave commences receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed 180 days. At the end of the 180-day period,

vacation credits retained on the records shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred during the 180 day period.

- ii. Sick leave credit shall be retained on the records.
- iii. Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.
- iv. An employee may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations.
- v. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit toward completion of a probationary period (See Section L.3.e. of this Article). Vacation and sick leave accruals and holiday pay shall be granted only in accordance with those articles of this Agreement.

e. Probationary Employee

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

f. Reinstatement After Extended Military Leave

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

4. Emergency National Guard Leave

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 L.3.

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 30 calendar days per emergency. 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, 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 is over. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.

c. Reinstatement

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

5. Physical Examinations Related to Military Leave

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

M. Defense Work

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

N. Military Spouse/Domestic Partner Leave

An employee who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a "qualified leave period" when the employee's spouse or domestic partner is on leave from a period of military conflict. "Qualified leave period" means the period during which the "qualified member" is on leave from deployment during a period of military conflict. An eligible employee shall

be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. Definitions for Military Spouse/Domestic Partner Leave

a. Qualified member means a person who is any of the following:

- i. A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
- ii. A member of the National Guard who has been deployed during a period of military conflict, or
- iii. A member of the Reserves who has been deployed during a period of military conflict.

b. Period of military conflict means either of the following:

- i. A period of war declared by the United States Congress, or
- ii. A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code section 395.10.

2. Eligibility

To be eligible, an employee must satisfy all of the following criteria:

- a. Be a spouse or domestic partner of a “qualified member”
- b. Perform services for the University for an average of 20 or more hours per week,
- c. Provide the University with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment, of the employee’s intention to take the leave, and
- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.

3. Use of Accrued Paid Leave

This leave is unpaid leave, except that an employee may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time prior to taking this leave without pay.

ARTICLE 18 – 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 30 – 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; or
 - d. 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 19 – 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 20 – 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 31 – Reasonable Accommodation.
- 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 21 – 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 22 – 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 23 – NON-DISCRIMINATION IN EMPLOYMENT

A. General Provisions

1. As required by law and University regulations, the University will not discriminate against employees in the Unit on the basis of race, color, religion, marital status, national origin, ancestry, sex, (including gender, pregnancy, medical conditions related to pregnancy, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), HIV status, service in the uniformed services, political affiliation, citizenship or union activity.
2. Neither the University nor AFSCME shall discriminate in the application of the Provisions of this Agreement based on Union or non-Union affiliation.

B. Grievability/Arbitrability

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 3 – Arbitration, will be extended by 30 calendar 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 and sexual violence, the University and AFSCME agree that employees covered by this Agreement may elect, as a substitute and in lieu of Step 3 of Article 9 – Grievance, to use the campus sexual harassment resolution procedure.

E. Lactation Support

1. Employees shall have access to either existing space or the University shall provide temporary space within a reasonable proximity to ensure employees may express breast milk in a space not open to the public.
2. A nursing employee is encouraged to discuss needs, in terms of accommodation, with their supervisor to arrange for frequency and timing of mutually agreeable break times.
3. The University will allow reasonable time for an employee to express breast milk.

F. All Gender Restrooms

1. The University and the Union recognize the importance of having safe and available campus restroom facilities.
2. Upon request, the University will provide information/websites showing the locations of all-gender restrooms available on campus.

ARTICLE 24 - 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 25 – 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 over- time 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 of greater than eight (8) hours 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 or greater than eight (8) hours of a regular, full-time daily schedule as set forth in Section B.1, overtime shall 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. Hours worked over twelve (12) in any one work day shall be paid double time (2x) the regular rate of pay. This section applies to all employees in the bargaining unit.
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 as requested by the employee and approved at the option of the University.

3. Overtime shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

a. Physical Plant employees

If approved by management, compensatory time off may be earned on non-recharge work and shall be taken within a six (6) month bank period (either January 1 – June 30 or July 1 – December 31). Accumulated hours of overtime, if not taken as compensatory time off within the bank period in which it is earned and available, 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 department management. No more than twenty (20) hours of overtime, which requires compensation at the time and one-half rate (that is, thirty (30) hours of compensatory time off), may be accumulated at any one time. An employee shall be paid for hours of overtime, which exceed this thirty (30) hour limit.

- b. All other employees 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 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.

- D. The overtime rotation lists which apply to Physical Plant employees shall be maintained for the purpose of assigning overtime in accordance with Article 13 – Hours of Work, G. Call Back Time.
- E. There shall be no double payment of overtime hours.

ARTICLE 26 – PARKING

UCSC shall provide employee parking and parking-related services normally provided for other UCSC AFSCME bargaining unit employees at the employee's location. UCSC agrees not to increase monthly employee parking rates by more than 10% in any fiscal year.

ARTICLE 27 – PAYROLL DEDUCTIONS

A. DEDUCTIONS

1. General Conditions

- a. AFSCME 3299 has the exclusive right of dues and other payroll deductions authorized under Government Code sections 1152, 1157.3 and 1157.12 for all employees in the Service unit.
- b. AFSCME 3299 shall establish its dues amount and shall certify its amount to the University. The University shall deduct from gross earnings membership dues in the amount certified.
- c. The University shall deduct PEOPLE as a flat dollar amount, for those members AFSCME 3299 identifies to pay PEOPLE.
- d. AFSCME shall pay all costs associated with establishing additional deductions for a service, program, or committee at the same rates that apply to other employee organizations described in the University Accounting Manual. The University shall provide the Union with estimated costs and an estimated time of completion and the Union shall pay the agreed-upon costs before the University makes a change.
- e. The University shall remit deductions to AFSCME 3299 on a monthly basis.
- f. The University shall redirect bargaining unit employees to AFSCME 3299 regarding deduction related inquiries.

2. Dues Amount Change

- a. The Union may change the certified dues amount once in a twelve month period without cost to AFSCME 3299. Any annual changes in the amount to be deducted for union dues shall be certified to the University, in writing, at least thirty (30) calendar days prior to the effective date of the dues amount change.
- b. All costs associated with accomplishing additional changes in the dues amount (machine, programming, etc.) shall be paid by the Union at the same rates that apply to other employee organizations described in the University Accounting Manual. The University shall provide the Union with estimated costs and an estimated time of completion and the Union shall pay the agreed-upon costs before the University makes the change.

B. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in unit earnings based on gross earnings.
 - b. The Union will either deliver an electronic file in Excel (*.xls) format to the University's campus appropriate office or upload files to the FTP website, in accordance with Section 2 below. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.
 - c. For employees who are paid monthly, the dues file shall be transmitted electronically no later than the 20th of each month. For employees who are paid bi-weekly, the dues file shall be transmitted no later than the Friday before the end of the pay period.
 - d. The University agrees the changes will be made in time to affect the next payroll with a pay begin date that falls on or after the date the deduction certification is received.
 - e. The Union will solely maintain the dues deduction authorization, signed by the employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.
 - f. Consistent with Government Code sections 1157.3 and 1157.12, authorizations for payroll deductions are revocable only as provided by the written authorization. The University shall not resolve disputes between AFSCME and represented employees concerning union membership or deductions. The University will direct employee questions or concerns including requests to change or cancel deductions to AFSCME.
2. The AFSCME 3299 list to be submitted in the format provided in the Service Agreement and shall include:
 - a. Location/Business Unit Code
 - b. Campus Name
 - c. Bargaining Unit or unrepresented
 - d. Employee Identification Number
 - e. Employee Name (Last, First)
 - f. Action Codes: "A" = Add; "C" = Change; "S" = Stop
 - g. Deduction Codes: "D" = Dues; "PA" = PEOPLE
 - h. PEOPLE amount - new or changed amount.

C. FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. The University shall charge AFSCME 3299 \$.07 per employee for calculation and reporting and \$10.00 for each monthly union payroll deduction remittance. Such charges shall be deducted from the total check remittance.

2. For the purpose of voluntary deductions for the Union, PEOPLE fees charged to the Union shall not exceed the actual costs incurred by the University to establish such deductions.

D. INFORMATION TO ACCOMPANY REMITTANCE

The University shall submit a monthly standard earnings (based on retirement gross where applicable) and deduction report which shall contain, by campus, an alphabetical list of all employees in the bargaining unit. 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. Any costs associated with union-requested changes in the deduction report referenced above shall be fully paid by the Union.

E. CORRECTION OF ERRORS

1. If the University fails to make authorized deductions of union dues or other authorized deductions or any part thereof, or fails to remit to AFSCME such authorized deduction 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.
2. 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 forty-five (45) calendar days to make the corrections.
3. It is expressly understood and agreed that AFSCME shall refund the employee any deductions erroneously withheld from the employee's wages by the University and paid to AFSCME.
4. If there is not agreement on the correction or the costs, AFSCME may grieve the matter only as a union grievance.

F. 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 28 – 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 9 – Grievance Procedure or Article 3 – Arbitration Procedure of this Agreement, with the exception of Section B.1. above.

ARTICLE 29 – 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 9 – 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.
- F. 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 30 – 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 be credited with corresponding service time not to exceed (3) months service credit towards completion of the probationary period in the new career position.

ARTICLE 31 – REASONABLE ACCOMMODATION

A. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University provides reasonable accommodation to qualified employees who are disabled or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be determined in accordance with the specific functional abilities of the employee in coordination with the requirements of the employee's job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

B. THE INTERACTIVE PROCESS

1. When an employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the employee and the University representatives about possible options for reasonably accommodating the employee's disability. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

During the interactive process, the University considers information related to: the essential functions of the job, the employee's functional

limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what if any, reasonable accommodation will be made. While the University will consider the employee's suggestions regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented.

The University will not implement an accommodation that would present an undue hardship.

2. The University will process requests for reasonable accommodation and provide accommodations where reasonable and appropriate and in as short a time frame as reasonably possible. The parties recognize, however, that the time necessary to process a request will depend on the nature of the accommodation requested and whether the employee has provided sufficient supporting information.
3. Should an employee wish to receive an update as to the status of their request, they may contact the assigned University representative. The University representative will respond to the employee's request for updated information in a timely manner.
4. If the University determines that the employee cannot be reasonably accommodated in their current position, a search for an alternative vacant position for which the employee is qualified with or without reasonable accommodation will be conducted without the requirement of the position to be publicized.

C. MEDICAL DOCUMENTATION

The employee is responsible for providing the University disability manager or other appropriate University

representative with medical documentation regarding the employee's disability and how it limits the employee's ability to perform the essential functions of the job. The University may require that a University-appointed licensed healthcare provider examine the employee and/or confirm the documentation provided by the employee. In such a case, the University shall pay the cost of the University-appointed health care provided.

D. TRIAL EMPLOYMENT

When recommended by a disability manager and approved by the appropriate University official, a qualified non-probationary career disabled employee may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one year, shall be determined by the disability manager in consultation with the employing Department/Division head. Positions used for trial employment shall not be designated as career, except that employee shall maintain benefits to the extent permitted by the benefit plan rules.

ARTICLE 32 – RELEASE 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 be permitted. To the extent possible, the Union shall provide advance notice of the use of alternates the week prior to the next scheduled bargaining session. 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. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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 33 – RESIGNATION & JOB ABANDONMENT

- 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. 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.
- C. The University shall notify the employee in writing at the employee's last known mailing address of all actions taken under the provisions of this Article.
- D. Job Abandonment / Resignation

The University may treat failure to report to work for five (5) or more consecutive scheduled workdays without notice as an employee's abandonment of, and resignation from, her/his University position.

1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address.
2. At the option of the employee, her/his response may be written or may be a meeting with a designated University official who has the authority to effectively recommend reinstatement of the employee.
3. Following the employee's timely response, or if no response was provided within the fourteen (14) calendar days, the designated University official shall issue a final decision.
4. Separations for job abandonment may be grieved/arbitrated solely to determine if job abandonment as defined under this article has occurred and if the University satisfied its obligations in D.1 above.
5. If the arbitrator determines that job abandonment has occurred and the University has complied with D.1 above, they shall have no authority to overturn or modify the University's action.
6. The parties mutually agree that the University will not issue a notice of job abandonment and acceptance of resignation, under Article 34, to an employee when the University and the Union have knowledge of the employee participating in a concerted activity at the University.

ARTICLE 34 – 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

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

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

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. 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 35 – SENIORITY

A. General Provisions

Unless otherwise specified, seniority as used and applied in this Agreement shall be based on the most recent date of hire into either a Limited Appointment or Career Appointment within an individual craft and 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.

B. Tiebreakers

When bargaining unit employees in the same layoff unit have the same date of hire, seniority shall be determined according to total hours on pay status since the most recent date of hire into a career position; excluding overtime.

ARTICLE 36 – SEVERABILITY

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

ARTICLE 37 – SHIFT DIFFERENTIAL

- A. All employees in this bargaining unit are eligible for shift differential subject to the eligibility criteria in this Article.
- B. 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.
- C. A shift differential shall be paid for all hours of a shift when four (4) or more hours of a regularly assigned 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).
- D. An employee 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 outside of the hours of the employee's regularly scheduled day shift 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.
- E. When shift differential applies and an employee is called back to work in accordance with Article 13, the employees call-back time shall be counted as hours worked regardless of whether it is/is not worked, subject to the limitations contained in Article 13.
- F. 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.
- G. 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.

H. The University shall not change an employee's schedule for the purpose of avoiding payment of a shift differential.

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

Evening \$2.00 per hour

Night \$2.50 per hour

Relief \$2.50 per hour

Weekend \$1.50 per hour

For the purpose of this section, weekend is defined as 12:00 a.m. on Saturday through 11:59 p.m. on Sunday.

J. There shall be no compounding or pyramiding of shift differentials. The highest eligible differential for any given hours of work shall apply.

ARTICLE 38 – SICK LEAVE

A. Sick Leave Credit

1. 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 .04624 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.

B. Sick Leave Credit Use

1. Sick leave is to be used for personal illness or disability, medical appointments, parental bonding and, as provided below, for the death or serious illness of an employee's parent, spouse, domestic partner, 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, an employee on approved pregnancy disability shall use accumulated sick leave in accordance with the University's Disability Plan.
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 of the employee's parent, spouse, domestic partner, 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, domestic partner, parent(s) or child(ren) who suffer a "serious health condition" as defined in Article 17 – Leaves of Absence, Section D.1.j. Sick leave granted under this section may be used to offset unpaid Family and Medical Leave granted pursuant to Article 17 – 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 thirty (30) days of accrued sick leave may be used for Parental Bonding Leave within twelve (12) months following the child's birth or placement as defined in Article 17 – Leaves of Absence, Section D.4. Parental Bonding Leave.
6. 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, domestic partner, 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. On the fourth day after three (3) consecutive days of sick leave use, 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 FML leave, as defined in Article 17, 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 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 39 - 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 40 – 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 in accordance with University Travel Regulations policy G-28.

ARTICLE 41 – UNIVERSITY BENEFITS

A. UNIVERSITY HEALTH & WELFARE BENEFITS – GENERAL CONDITIONS

Eligible employees may participate in a number of benefit programs generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University.

1. The University’s annual Open Enrollment is a period in which eligible employees may elect to change health and welfare plans or coverage options. This process affords employees the opportunity to choose among plans due to changes in employee circumstances, coverage and costs of each plan, and plan availability, which may change from year to year.
 - a. The University may, at its option during the term of this Agreement, alter its health and welfare programs. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, changing the carrier for established plans or programs, adjusting pay bands, or altering employee and University monthly rates of contribution (except as modified by A.3. b. below). In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the University.
 - b. The sole exceptions to §A.1.a. shall be any alterations proposed by the University which affect only bargaining unit employees.
2. Employee costs for healthcare premiums and costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.
3. Beginning in calendar year 2020 increases in employee contribution rates for the Kaiser and UC Health Net Blue and Gold plans shall not exceed \$10 per month (up to aggregate increase of \$120/year) over the prior year for each year of the agreement.
4. Employees shall pay the 2020 healthcare premium costs, in accordance with Section A.2 above, as follows:

Full-time salary rate of \$58, 000 or less

Plan	Self	Self + Child(ren)	Self + Adult	Family
Core (PPO)	\$0.00	\$0.00	\$0.00	\$0.00
Health Net Blue & Gold (HMO)	\$50.64	\$91.15	\$166.95	\$207.46
Kaiser Permanente – CA (HMO)	\$22.97	\$41.35	\$50.31	\$68.66
UC Care (PPO)	\$141.74	\$255.13	\$358.26	\$471.65
UC Health Savings Plan (PPO)	\$22.97	\$41.35	\$50.31	\$68.66

Full-time salary of \$58,001 - \$114,000

Plan	Self	Self + Child(ren)	Self + Adult	Family
Core (PPO)	\$0.00	\$0.00	\$0.00	\$0.00
Health Net Blue & Gold (HMO)	\$88.82	\$159.87	\$254.11	\$325.17
Kaiser Permanente – CA (HMO)	\$61.15	\$110.07	\$137.47	\$186.37
UC Care (PPO)	\$179.92	\$323.85	\$445.42	\$589.36
UC Health Savings Plan (PPO)	\$61.15	\$110.07	\$137.47	\$186.37

B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. Temporary Layoff/Temporary Reduction in Time/Furlough

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

2. Military Leave

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

3. Leaves of Absence Without Pay

- a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 3.c, below, shall not determine eligibility for benefits.
- b. As outlined in this Article, an eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the plan documents, rules and regulations.
- c. When the employee is on FMLA leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), the employee is eligible for continued coverage for up to twelve (12) workweeks in a calendar year.
 - i. When the employee is on Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve-month period. For purposes of Military Caregiver Leave, the "single twelve month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.

- ii. When the employee is on Qualifying Exigency Leave under the FMLA, the employee is eligible for continued coverage for up to twelve (12) workweeks in a calendar year.
- iii. When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave law, regardless of whether any of the leave runs concurrently with the FMLA, the employee is eligible for continued coverage for up to four (4) months in a twelve (12) month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
- iv. When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after the employee's FMLA entitlement is exhausted), the employee is eligible for continued coverage for up to twelve (12) workweeks in a calendar year.
- v. To continue health plan coverage during an approved FML leave, an employee must continue to make any contributions that they make before taking leave. For any paid portion of the leave, employee contributions will continue to be deducted from the employee's paycheck. Failure of the employee to pay their share of the health insurance premium may result in a loss of coverage.

C. ENUMERATION OF UNIVERSITY BENEFITS

Benefit programs, plan descriptions, and eligibility requirements may be found at www.ucnet.edu.

D. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM

Eligible employees may participate in a number of retirement plans generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University.

1. Retirement And Savings Plan

The University maintains several retirement and savings plans for eligible University employees. Currently, such plans include but are not limited to, the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DCP) and 457 (b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may at its option, alter, amend or terminate the existing UCRS plans and establish new retirement and/or saving plans for the UCRS. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits; implementing the UCRP 2013 Tier for employees hired or who become UCRP eligible on or after July 1, 2013; implementing the Retirement Choice Program approved by the UC Regents on March 24, 2016 (hereinafter "Retirement Choice Program") for employees hired or who become UCRP eligible on or after July 1, 2018; altering employee and University rates of contribution, and changing the carrier or administrator for established plans or programs. In the event the University makes such alterations, (or proposes changes pursuant to Section D.5 below), the changes will apply to employees eligible for retirement benefits within the unit in the same manner as they apply to other eligible staff employees in the same tier. Where the University makes such alterations to a particular UCRP Tier (e.g., 1976, 2013 or the Retirement Choice Program), the changes will apply to eligible unit employees in the same manner as they apply to other eligible staff employees in the same

UCRP Tier, except in the earliest retirement age, age factors and employment contribution rates described in Section D.2. below shall not be reduced during the term of this Agreement. The Letter of Understanding Article 41 University Benefits explains the intent of this agreement.

2. For UCRP-eligible employees hired or rehired following a break in service or who become UCRP eligible on or after July 1, 2013 but prior to July 1, 2018, the pension benefits shall be as follows:

The 2013 Tier benefit provisions shall apply, with two exceptions: The earliest retirement age and age factors shall be the same as for the 1976 Tier (2.5% age factor at age 60, eligible for early retirement at age 50). Retiring employees may elect either a lump sum cash-out of pension benefits or annuitized payments (same as 1976 Tier payment option). All UCRP-eligible bargaining unit employees (regardless of date of hire or UCRP tier placement) shall contribute a gross rate of 9% to UCRP effective the first full bi-weekly pay period on or after July 1, 2014. The contributions for employees who are 1976 Tier members will continue to be offset by \$19 per month.

3. UCRP 2013 Modified Tier

After ratification, all new or rehired employees shall be in the 2013 Modified Tier.

4. Retiree Health Eligibility

Any bargaining unit employee in a UCRP eligible position as of December 31, 2013 will be grandfathered for the purpose of determining retiree health program eligibility (graduated eligibility beginning at age 50 with 10 years of service credit).

Any employee hired or rehired following a break in service, or who becomes UCRP eligible after December 31, 2013 will be subject to the new Graduated Retiree Health Program Eligibility (graduated eligibility beginning at age 56 with 10 years of service credit), as shown in Appendix B.

5. The University shall not make changes or alterations that reduce the UCRP Retirement Benefits Formula and/or increase employee UCRP contributions.

E. LIFE INSURANCE

1. University-Paid

Personal life insurance in the amount of one times the employee's annual salary is provided without charge for represented employees covered by UCRP at the University.

2. Supplemental

Optional personal life insurance and dependent life insurance is available and may be purchase by eligible employees. Supplemental Life, Basic Dependent Life and Expanded Dependent Life insurance are available and can be purchased for an employee and eligible family members for a monthly premium through payroll deduction.

F. OTHER INSURANCE

1. Accidental Death and Dismemberment Insurance (AD&D)

UC offers the AD&D plan to protect you and your family from the unforeseen financial hardship of a serious accident that causes death or dismemberment. A

variety of coverages and amounts of coverage are available.

2. Business Travel Accident Insurance

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

3. Disability Insurance

a. Short-Term Disability Insurance – UC provides Short-Term disability insurance to eligible employees.

b. Supplemental Disability Insurance – Optional supplemental disability insurance may be purchased by eligible employees. This optional covered augments the Short-Term Disability Insurance referenced above, and provides income protection during Long-Term Disability coverage. These benefits in conjunction with state-mandated Workers' Compensation and Social Security disability benefits create a comprehensive safety net to protect employees from loss of wages over the course of a disability period.

4. Legal Expense Insurance Plan

UC offers eligible employees the opportunity to participate in a legal expense insurance plan that can be purchased through payroll deductions for employees and eligible family members.

5. Auto/Homeowner Insurance

UC offers eligible employees the opportunity to participate in an Auto/Homeowner insurance plan. Individual policies can be purchased through payroll deductions.

G. OTHER BENEFITS

1. Tax Saving on Insurance Premiums (TIP)

Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, if any, is applied the net insurance premiums are deducted on a pre-tax, salary reduction basis.

2. Flexible Spending Accounts

a. Dependent Care Assistance Program (DepCare)

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

b. Health Care Reimbursement Account (HCRA)

The Health Care Reimbursement Account is available to eligible employees and allows them to pay for eligible health care expenses not covered by the employee's medical, dental, or vision plans on a pretax, salary reduction basis.

3. Death Payments – Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the person or persons in the first of the following categories in which there is a survivor, legal spouse or domestic partner;

child or children; parent or parents; or siblings. If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse or domestic partner and/or eligible dependent(s).

4. Alternate Retirement Plans – Employees covered by alternate retirement plans are subject to those plans' rules and regulations, and not subject to the UCRP coverage.

ARTICLE 42 – VACATION

A. Vacation Credit

1. An eligible employee shall earn vacation credit each quadri-weekly cycle (i.e., two consecutive bi-weekly pay periods) based on the number of hours on pay status for that quadri-weekly cycle at the following rates.

Leave Accrual Factors for Biweekly Paid Staff per Quadriweekly Accrual Period

Leave Accrual Code	Maximum Vacation Accruals	Vacation Accrual Period Factor	Sick Accrual Period Factor	Hours / Days: Per Period	Vacation Accrual:	Sick Accrual:
A	240	0.0577	0.0462	160-hour/20-day (2 Bi-weekly periods)	9.2320	7.3920
B	288	0.0693	0.0462	160-hour/20-day (2 Bi-weekly periods)	11.0880	7.3920
C	336	0.0808	0.0462	160-hour/20-day (2 Bi-weekly periods)	12.9280	7.3920
D	384	0.0924	0.0462	160-hour/20-day (2 Bi-weekly periods)	14.7840	7.3920
F	0	0	0.0462	160-hour/20-day (2 Bi-weekly periods)	0	7.3920
N	0	0	0	N/A	N/A	N/A

Eligibility criterion based on contract and policy parameters.

2. An employee must be on pay status for at least one-half of the working hours of a quadri-weekly cycle to earn vacation credit for that quadri-weekly cycle. Vacation credit is earned proportionately for hours on pay status over one-half of the full-time working hours of the 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.
3. Earned vacation for each quadri-weekly cycle is credited on the first day of the following 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) quadri-weekly cycles 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 quadri-weekly cycles 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. The University shall respond to vacation requests in a timely manner.
4. 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 quadri-weekly cycles 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 43 – WAGES

- A. Following receipt of written notification from AFSCME of its ratification and acceptance of the entire Agreement with the University of California, the University will provide compensation as set forth below.
- B. To be eligible for any of the increases described below unless otherwise noted, employees must be on pay status or on approved leave and in the K7 bargaining unit on the effective date of the increase and the date of payout.
- C. The parties recognize that the actual salary rate adjustment may vary slightly due to rounding. Salary increases for the duration of this contract shall be as follows:

Ratification – After January 2020

Effective with a full bi-weekly pay period no later than sixty (60) calendar days following ratification, the University shall provide a 3% base-building increase to all bargaining unit employees.

Effective with a full bi-weekly pay period no later than sixty (60) calendar days, all 100% time career employees shall receive a \$4,000 lump sum payment. To receive the lump sum payment, eligible employees must be in the bargaining unit on the date of ratification and date of payout.

October 2020

Effective on the first full bi-weekly pay period on or after October 1, 2020, the University shall provide a 3 % percent base-building increase to all bargaining unit employees.

October 2021

Effective on the first full bi-weekly pay period on or after October 1, 2021, the University shall provide a 3% percent base-building increase to all bargaining unit employees.

October 2022

Effective on the first full bi-weekly pay period on or after October 1, 2022, the University shall provide a 3% percent base-building increase to all bargaining unit employees.

October 2023

Effective on the first full bi-weekly pay period on or after October 1, 2023, the University shall provide a 3% percent base-building increase to all bargaining unit employees.

D. Special Pay

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

- E. All newly hired employees will be placed on the first step on 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.

With each salary increase described in Section C. above, the University shall increase the salary range and steps for all classifications and individual rates for each employee as referenced in the Wage Rate Table.

F. Other Increases

1. University may increase, during the term of this Agreement, individual salary rates, or salary ranges for selected classes. The University may also increase, for selected classes during the term of the Agreement, shift differentials, on-call rates and/or extend the coverage of such rates. Likewise, nothing shall preclude the University from providing equity increases.
2. At least thirty (30) calendar days prior to implementing the increases referenced in Section C. above, the University shall inform AFSCME.

ARTICLE 44 – 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 45 – 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

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 46 – 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.
- 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. The University may enforce work rules governing employees during nonworking hours only for reasons of bona-fide business and/or health and safety necessity.
- C. At least forty-five (45) days prior to the implementation of new or changed work rules, the University shall inform AFSCME. Upon receipt of a written request from AFSCME, made within thirty (30) calendar days from the above notice, the University shall schedule a meeting to meet and discuss the proposed work rule(s) with AFSCME prior to the proposed implementation date.

**SIDE LETTER AGREEMENT
BETWEEN
THE UNIVERSITY OF SANTA CRUZ CALIFORNIA
AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)
REGARDING STAFFING COMMITTEE**

The Union and the University hereby agree to meet quarterly to address staffing issues and to try to develop reasonable workload guidelines. The parties may agree to meet more or less often. Such meetings will occur in accordance with the following:

1. The Union must request a meeting in writing and the parties must agree to the meeting date.
2. The Union must submit a written agenda identifying staffing concerns. The agenda must be submitted to Labor Relations at least ten (10) workdays before the proposed meeting date.
3. In the event the University has agenda items regarding staffing, the University shall present its agenda to the Union at least ten (10) workdays before the scheduled meeting.
4. In the event neither party submits an agenda ten (10) workdays prior to the scheduled meeting, the meeting will not be convened.
5. Up to three (3) bargaining unit employees may attend in a without-loss-of-straight-time pay status not to exceed a total of eight (8) hours each per meeting and release time shall be granted unless operational requirements determine otherwise. The parties may mutually agree to allow additional unit employees to attend the meeting. One non-employee AFSCME staff member may attend the meeting.
6. The parties may use the meetings to discuss issues pertaining to Skilled Trades workload, work orders, work assignments, and work guidelines. The University recognizes that aspects of Skilled Trades work may be performed by individuals in classifications other than K7.
7. The University retains the sole authority to make decisions about staffing. The union retains the right to bargain over the effects of the University's staffing decisions.
8. The University shall negotiate over the effects identified by the union, insofar as they are the mandatory subjects of bargaining: wages, hours, and terms & conditions of employment.
9. The University's staffing decisions are not grievable or arbitrable, nor is the modification of a staffing decision a remedy that an arbitrator can award.

**SIDE LETTER AGREEMENT
BETWEEN
THE UNIVERSITY OF SANTA CRUZ CALIFORNIA AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)
REGARDING MARKET EQUITIES & LUMP SUM PAYMENTS**

1. Market-Based Equities

Bargaining unit members shall receive the following market-based equities through the duration of the agreement. Eligible employees must be in the bargaining unit on the effective date of payment and payout.

- a. One percent (1%) effective with the first full bi-weekly pay period on or following sixty (60) calendar days following ratification.
- b. One percent (1%) on October 1, 2020
- c. One percent (1%) on October 1, 2021
- d. Half-percent (.5%) on October 1, 2022

2. Lump Sum Payment

Bargaining unit members shall receive a \$2,000 lump sum payment effective with the first full bi-weekly pay period after January 1, 2021. Eligible employees must be in the bargaining unit on the effective date of payment and payout.

**Side Agreement
Regarding Non-Discrimination in Employment - Article 5**

- (a) No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits due to any legal changes in the employee's name or social security number. It is understood that falsification by an employee of work history and/or background can be cause for discipline which may include discharge.

- (b) In the event that an employee who has completed his or her probationary period has a problem with his or her right to work in the United States of America, or upon notification by the INS that an immigration audit or an investigation is being initiated the Employer shall immediately notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem or investigation to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

- (c) In the event that the Employer receives notice, either by correspondence or otherwise, from the Social Security Administration ("SSA") indicating that some of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA's records, the Employer agrees to the following:
 - 1. The Employer will verify its records for possible typographical or other clerical mistakes;
 - 2. If the Employer cannot resolve the problem through verification of its records, the

Employer will notify the Union and the employee after receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the union;

3. The Employer will display the following notice prominently on its premises:

“Attention All Employees: In order to appropriately report your earnings to the Internal Revenue Service, to the California Franchise Tax Board and to ensure that the Social Security taxes that are withdrawn from your wages are properly credited to your Social Security Records, please compare the name that appears on your check stub with the name on your Social Security Card to ensure that we are using the exact same information. Even the simplest typographical error can sometimes cause problems in the Social Security Administration’s records, and your earnings might not be properly credited. Correcting this information is very important for your future Social Security benefits should you become disabled or when you retire. Please contact the Staff Human Resources office if you notice any errors. Thank you.”

4. The notice will be posted in Spanish, Chinese, and any other language spoken by 25% of employees in the medical center/campus/lab;
5. The Employer agrees that it will not take any adverse action against any employee just solely because they are listed on a “No Match Notice” received from the Social Security Administration, including firing, laying off,

suspending, retaliating, or discriminating against any such employees;

6. The Employer agrees not to improperly contact the SSA or any other governmental agency after receiving notice of a no-match from the SSA.

- (d) The University will insist that a federal immigration agent or a Department of Homeland Security (DHS) agent comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any employee while the employee is working on the University's premises and under the University's control. If permitted by law, the University will notify the Union by telephone to the union's office once it learns that a federal immigration agent or DHS agent wishes to interrogate, search or seize the person or property of any employee on the University's premises. The foregoing shall not require the University to notify the union or to deny any federal agency access to employee I-9 records as required by law.

In the event that the Employer is served with a validly executed Search or Arrest warrant, the Employer shall arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

- (e) The parties will furnish to any employee terminated because he or she is not authorized to work in the United States of America, a copy of this Section of the Agreement.
- (f) The Employer shall grant employees vacation time or leave without pay in accordance with the contract and existing policies when given one

week's prior notice to attend any appointments scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent. The Employer may require proof of the appointment and proof of the family relationship.

- (g) The Employer shall not require or demand proof of immigration status, except as may be required by law. No employee shall be required to reverify status except as required by law (e.g. when documents showing proof of work authorization expire.)
- (h) In the event that an employee is not authorized to work in the United States of America following his or her probationary or introductory period, and his or her employment is terminated for this reason, the Employee agrees to consider re-employment. If re-employed, the employee would have to provide valid work authorization.
- (i) Should any changes in laws or regulations relevant to these procedures occur, including but not limited to a court ruling that sets forth any new interpretation pertaining to these procedures, then, at the union's request, the parties shall meet to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the union.
- (j) On the day that any employee is sworn in as a United States citizen, the Employer shall consider requests for vacation or leave without pay in accordance with the contract and existing policies. Such requests shall not be unreasonably denied.

- (k) While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice amongst themselves, provided that such conversations are conducted in a manner respectful of patients, students and other employees and are consistent with patient and student service as well as locally established policies on this issue.

- (l) Upon request of the employee, the Employer shall provide an interpreter, where such a person is available, for employees not fluent in English during any investigative interview that may lead to discipline or discharge. The interpreter shall have no connection to the discipline or investigation being discussed. When the Employer is unable to provide an interpreter, the Union may provide an interpreter. In the event an interpreter is not readily available, a written document will be given to the employee describing the issue so that the employee can consult with an interpreter.

Letter of Understanding
Between
AFSCME Local 3299
&
UC Santa Cruz
And
Article 27 Payroll Deductions
Effective January 3, 2020

To ensure the parties share the same understanding of the intention of the Article 27 Payroll Deductions, the parties agree to incorporate and replace the prior provision Article 3 Payroll Deductions contained in the expired October 1, 2011 – September 30, 2017 labor agreement, upon ratification of the new agreement.

The AFSCME Skilled Craft employees who are hired or rehired will be subject to the provisions negotiated by the University and AFSCME 3299 Service Agreement.

If the AFSCME Service unit later negotiates modifications to Payroll Deductions those changes will apply equally to the AFSCME Skilled Crafts employees.

**LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF SANTA CRUZ CALIFORNIA
AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)
EXPLANATION OF ARTICLE 41 UNIVERSITY BENEFITS AGREEMENT
EFFECTIVE JANUARY 3, 2020**

To ensure the parties share the same understanding of the intention of Article 41 University Benefits Agreement, the parties agree to the following interpretations. This letter of understanding incorporates and replaces the prior "Side Agreement, University Benefits - Article 36" contained in the expired October 1, 2011 – September 30, 2017 labor agreement.

Section 1. Definitions

- "AFSCME Skilled Crafts employees" refers to all employees in the unit.
- "Eligible employees" refers to eligibility as defined by the applicable health and retirement plan.
- "UC health plans" refers to active and retiree health insurance plans and employee and retiree contributions to the retirement plans.
- "Terms and conditions" refers to but not limited to the timing and amount of required employee contribution, such as when employees begin paying increased employee contributions to health and retirement plans and how much they pay.

Section 2. Post-Employment Benefits

With respect to the post-employment benefit changes, the parties agree that upon ratification of this agreement, the AFSCME Skilled Craft employees who are hired, rehired, or who become UCRP eligible will be subject to the provisions negotiated by the University and AFSCME 3299 Service Agreement. If the AFSCME Service unit later negotiates modifications to retiree health eligibility, or employee contribution rates to the UCRP, those changes will apply equally to the AFSCME Skilled Crafts employees.

Section 3. Health Benefits

With respect to the UC health plans, the parties agree that upon ratification of this agreement, the AFSCME Skilled Crafts employees will participate in and pay the 2019 contribution rates although the AFSCME Service unit may be paying different rates for certain plans while the parties continue negotiations. If the AFSCME Service unit later negotiates modifications to the UC health plans benefits or contribution rates currently in effect or in later years of this agreement, those modifications will apply equally to the AFSCME Skilled Crafts employees.

Section 4. Release Time for System-wide Bargaining

At the request of AFSCME, the University will provide paid release time for one union designated bargaining unit employee, consistent with Article 32, to attend meet and confer sessions between AFSCME Local 3299 and the University of California Office of the President, on the dates that the parties have planned to negotiate health and/or retirement benefits covered by Article 41 – University Benefits.

Section 5. Expiration of the Letter of Understanding

This letter of understanding will expire with the successor agreement to the expired 2019-2023 collective bargaining agreement between AFSCME Local 3299 and UC Santa Cruz.

APPENDIX A
ENUMERATION OF UNIVERSITY BENEFITS

A. LISTING OF BENEFITS

The following is a brief listing of benefits provided to University employees, effective January 1, 2013. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable plan documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible class are excluded from coverage regardless of appointment percent and average regular paid time. For details on specific eligibility of each health and welfare program, see the Group Insurance Regulations. These benefits and amounts may be subject to change based on the renewal of this insurance annually by the University.

B. HEALTH BENEFITS

1. **Medical Program**

A variety of (e.g., Health Maintenance Organization (HMO), Preferred Provider Organizations (PPO), etc.) plans are available to cover eligible employees and their eligible dependents. Choice of plans may vary from location to location.

2. **Dental Program**

Dental plans are available to cover eligible employees and their eligible dependents.

3. **Vision Program**

A comprehensive vision care benefit is available to employees who qualify based on their appointment and their eligible dependents.

C. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM (UCRP)

UCRP is a defined benefit plan for which participation is mandatory for eligible employees, as determined by the type, percentage and duration of their appointments.

UCRP provides retirement income, adjusted for cost-of-living increases, for eligible employees, and their contingent annuitants. UCRP also provides pre-retirement disability income for eligible employees and, pre-retirement survivor income for their eligible survivors. Also, for eligible employees who became

UCRP members prior to July 1, 2013 and have not incurred a break in service, UCRP provides post-retirement survivor income to eligible survivors and a lump sum cashout option for members in lieu of monthly retirement income (provided the member elected this option).

D. Voluntary University of California Retirement Savings Program (UCRSP)

1. Tax-Deferred 403(b) Plan

Participation through voluntary pretax salary deferrals

2. 457(b) Deferred Compensation Plan

Participation through voluntary pretax salary deferrals.

3. Defined Contribution Plan (DC Plan)

Participation through voluntary after-tax contributions or for non-career employees, a mandatory contribution in lieu of Social Security (safe harbor).

All University employees except students who normally work fewer than 20 hours per week are eligible to participate in the UCRSP.

The plans offer a variety of investment options to meet the diverse needs of different types of investors and to allow for individual decisions to meet a variety of long-term financial goals.

E. LIFE INSURANCE

1. Life Insurance Program

a. Basic/Core (University-Paid)

Employees who are members of a defined benefit plan to which the University contributes are automatically covered by Basic term life Insurance policy.

b. Supplemental and Dependent (Employee-Paid)

Additional life insurance is available to employees who qualify based on their appointment. Optional personal life insurance and dependent life insurance may be purchased by the employee.

F. OTHER INSURANCE

1. Accidental Death & Dismemberment Insurance (AD&D)

UC offers the AD&D plan to help protect employees and their eligible family members from the unforeseen financial hardship of a

serious accident that causes death or dismemberment. Employees who qualify based on their appointment may purchase Optional AD&D insurance. A variety of coverage and amounts of coverage are available.

2. Business Travel Accident Insurance

Employees who are traveling on official University business are covered by the University's travel insurance program that provides Accidental Death benefit of the lesser of 10 times annual salary or \$500,000 and Dismemberment benefit based on a scheduled percent of benefit.

3. Disability Insurance

a. Short-Term Disability (University-Paid)

Employees who are members of a defined benefit plan to which the University contributes are automatically covered by a basic short-term disability plan.

b. Supplemental (Employee-Paid) Additional disability insurance which covers both short – and long-term disabilities may be purchased by employees who are members of a defined benefit plan to which the University contributes. Employees may choose a waiting period.

4. Legal Expense Insurance Plan

A legal expense insurance plan is available to employees who qualify based on their appointment. The legal plan provides employees and their eligible dependents with coverage for basic legal services associated with preventive, domestic, consumer and defensive legal matters.

5. Auto/Homeowner Insurance

Auto and home insurance policies are available which may be purchased by employees who qualify based on their appointment.

6. Family Care Referral Service

A resource for finding childcare, eldercare, and other family care providers is available to employees who qualify based on their appointment.

G. OTHER BENEFITS

1. Tax Savings on Insurance Premiums (TIP)

Employees enrolled in certain health insurance plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, if any,

is applied the net insurance premiums are deducted on a pre-tax, salary reduction basis.

2. Flexible Spending Accounts

a. Dependent Care Flexible Spending Account (Depcare FSA) DepCare is available to employees who qualify based on their appointment and allows employees to pay for eligible dependent care expenses on a pretax, salary reduction basis.

b. Health Flexible Spending Account (Health FSA)
The Health FSA is available to employees who qualify based on their appointment and allows employees to pay for eligible out-of-pocket health care expenses on a pretax, salary reduction basis.

c. Pretax Transportation Program

Federal and State tax laws make it possible for the University to offer eligible employees who pay for parking, transit passes or vanpooling by payroll deductions to do so on a pretax basis, subject to certain limits. Eligibility varies according to UC location.

3. **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 Basic life insurance policy.

There is a \$7,500 lump sum death benefit payable to beneficiaries of deceased UCRP members. 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).

Appendix B

Retiree Health Eligibility

Graduated Eligibility based on Age and Service

Age at Retirement

Any AFSCME employee in a UCRP-eligible position as of December 31, 2013 will be grandfathered for the purpose of determining retiree health program eligibility in accordance with the column labeled “Current Minimum Age 50” below. Any AFSCME employee hired, rehired following a break in service, or who becomes UCRP eligible after December 31, 2013, will be covered by the columns labeled “Ages 50 – 65” of the chart below.

	Current Minimum Age 50	50- 55	56	57	58	59	60	61	62	63	64	65
		10	50%	0%	5.0%	10.0%	15.0%	20.0%	25.0%	30.0%	35.0%	40.0%
11	55%	0%	5.5%	11.0%	16.5%	22.0%	27.5%	33.0%	38.5%	44.0%	49.5%	55.0%
12	60%	0%	6.0%	12.0%	18.0%	24.0%	30.0%	36.0%	42.0%	48.0%	54.0%	60.0%
13	65%	0%	6.5%	13.0%	19.5%	26.0%	32.5%	39.0%	45.5%	52.0%	58.5%	65.0%
14	70%	0%	7.0%	14.0%	21.0%	28.0%	35.0%	42.0%	49.0%	56.0%	63.0%	70.0%
15	75%	0%	7.5%	15.0%	22.5%	30.0%	37.5%	45.0%	52.5%	60.0%	67.5%	75.0%
16	80%	0%	8.0%	16.0%	24.0%	32.0%	40.0%	48.0%	56.0%	64.0%	72.0%	80.0%
17	85%	0%	8.5%	17.0%	25.5%	34.0%	42.5%	51.0%	59.5%	68.0%	76.5%	85.0%
18	90%	0%	9.0%	18.0%	27.0%	36.0%	45.0%	54.0%	63.0%	72.0%	81.0%	90.0%
19	95%	0%	9.5%	19.0%	28.5%	38.0%	47.5%	57.0%	66.5%	76.0%	85.5%	95.0%
20	100%	0%	10.0%	20.0%	30.0%	40.0%	50.0%	60.0%	70.0%	80.0%	90.0%	100.0%

To find the University contribution for a particular age and number of years UCRP service credit, look down the far left column for the number of years UCRP service credit; then look across that row to the appropriate age. That will show the amount of the University contribution. Example: with 15 years of UCRP service credit at age 60, the retiree receives 37.5% of the University contribution.

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 by the General Counsel of The Regents and approved by the Office of the President, Vice President for Human Resources.

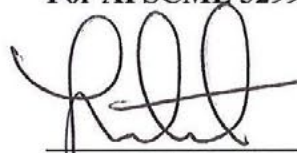
The parties agree that when the approval process has been completed the Agreement will become operative when the document has been signed by the authorized representatives for both parties. Upon signature by the University representative, the effective date of this Agreement will be communicated to the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

For the University of California, Santa Cruz:

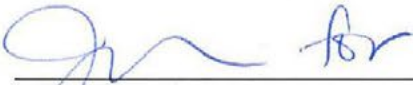
For AFSCME 3299:

 11/19/2020

Jennifer Schiffner, Negotiator &
Director, Employee & Labor Relations

 11/19/20

Libertad Ayala, Negotiator
AFSCME 3299

 for


Mike Gonzalez
Chief Negotiator



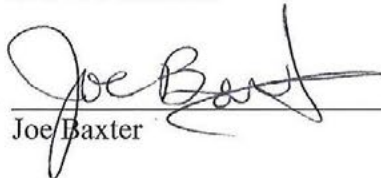
Seth Newton Patel, Lead Negotiator
AFSCME 3299



Nick Castillo



Dave Shankland



Joe Baxter

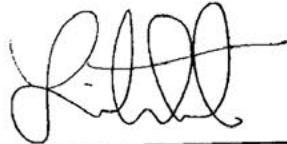
EXECUTION OF AGREEMENT

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


THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA


AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

By: _____
Cheryl Lloyd
Interim Associate Vice President
Human Resources & Benefits

By:  _____
Libertad Ayala
AFSCME Negotiator


Date: _____ 4/2020 _____

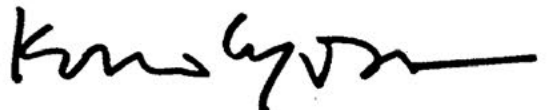
By:  _____
Peter Chester
Executive Director
Labor Relations

 _____
Liz Perlman
AFSCME, Executive Director

Date: July 13, 2020

Date: 6/4/2020

By:  _____
Michael Gonzalez, JD
Chief Negotiator,
UC Santa Cruz

By:  _____
Kathryn Lybarger
AFSCME President

Date: 6/14/2020

Date: 6/4/2020