

University of California, _____
campus/location

Contract Appointment

EMPLOYMENT AGREEMENT

**For a NON-EXEMPT
Professional & Support Staff (PSS) Position**

This agreement is entered into on _____ by and between The Regents of the University of California ("University" or "management") and _____

This agreement sets forth the terms and conditions of your employment in the position of _____ name
_____, job code _____ .
job title

A. APPOINTMENT DURATION

This appointment is to begin on _____ and may continue until _____, unless terminated earlier pursuant to paragraph G. Unless terminated earlier pursuant to paragraph G, your appointment will terminate on _____ unless the contract is extended prior to the termination date in writing signed by both parties. If the contract is extended, it will terminate automatically upon the expiration date unless terminated earlier pursuant to paragraph G.

B. DUTIES AND RESPONSIBILITIES

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

C. HOURS OF WORK

This appointment is at ____ percent of full time. The workweek for this position is normally considered to be ____ hours. The University will schedule your hours to accommodate operational needs. As a non-exempt employee, you will receive overtime compensation for time worked that exceeds 40 hours in a workweek. You authorize the University to compensate you for your overtime hours worked in compensatory time off or pay. If you are compensated for your overtime in compensatory time off, such overtime will be compensated at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime earned. Additionally, you will not be allowed to accrue more than 240 hours of compensatory time off. If you reach 240 hours in your compensatory time off bank and if you work overtime, you will receive pay. Overtime must be approved in advance, but if overtime is worked it will be compensated whether approved or not. You are expected to seek advance approval for overtime work.

D. COMPENSATION AND BENEFITS

1. Salary
This position is assigned to a payroll title of _____, and salary grade _____ (if applicable).

The salary for this position is _____ per hour, less applicable withholdings. Any changes in your salary shall be [in accordance with UC Personnel Policies for Staff Members, Policy 30, Compensation, OR only by written amendment to this contract signed by both parties].

2. Benefits

You shall be eligible for University-sponsored health and welfare benefits and retirement benefits in accordance with the eligibility provisions of the University of California Group Insurance Regulations and University of California Retirement System plan documents and related regulations.

E. APPLICATION OF PERSONNEL POLICIES FOR STAFF MEMBERS AND OTHER POLICIES

These policies may be changed by the University at any time and those changes will be applicable to you.

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

The *Personnel Policies for Staff Members* listed below are incorporated into this agreement.

Policy 1: General Provisions

Policy 2: Definition of Terms

Policy 3: Types of Appointment

Policy 12: Nondiscrimination in Employment

Policy 21: Selection and Appointment (except Selection)

Policy 30: Compensation

Policy 34: Incentive and Recognition Award Plans – Managers & Senior Professionals and Professional & Support Staff (if eligibility criteria are met)

Policy 35: Uniforms and Safety Apparel (if applicable)

Policy 63: Investigatory Leave

Policy 70: Complaint Resolution (Discrimination Complaints only)

Policy 80: Staff Personnel Records

Policy 81: Reasonable Accommodation (Except Special Selection)

Policy 82: Conflict of Interest

Policy 83: Death Payments (if eligibility criteria are met)

Policy 84: Accommodations for Nursing Mothers

Policy 2.210: Absence from Work:

Section III.A: General Leave Provisions

Section III.B: Vacation Leave (if eligibility criteria are met)

Section III.C: Sick Leave (if eligibility criteria are met)

Section III.D: Leaves Related to Life Events (except Supplemental Family and Medical Leave; Extended Sick Leave pursuant to Work-Related Injury or Illness; and Personal Leave)

Section III.E: Military and Other Service-related Leaves

Section III.F: Administrative Leaves (except Professional Development Leave)

Section III.G: Other Leaves

Section III.H: Holidays (if eligibility criteria are met)

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

3. In addition, current and/or amended policies such as Sexual Violence and Sexual Harassment, the Whistleblower Policy (Reporting and Investigating Allegations of Suspected Improper Governmental Activities) and the Whistleblower Protection Policy, the Policy on Substance Abuse, the University's Patent Policy and Electronic Communications Policy, Regents Policy 7706 (Reemployment of UC Retired Employees Into Senior Management Group and Staff Positions), as well as other policies of general application which the University may promulgate from time to time, shall apply.

F. REIMBURSEMENT OF EXPENSES INCURRED BY STAFF MEMBER

With prior University approval, you shall be entitled to reimbursement of expenses (including travel expenses) incurred by you on behalf of the University in the performance of your duties. Reimbursement requests must be submitted in accordance with University policies on travel and expense reimbursement. These policies may be amended by the University at any time and those changes will be applicable to you.

G. TERMINATION OF APPOINTMENT AND AT WILL STATUS

You are an at-will employee, which means your appointment may be terminated at any time by you or the University, with or without notice, and with or without cause, in a writing served on the other party. Although other terms and conditions can be changed from time to time at the discretion of the University, the at-will status of this agreement cannot be changed, amended, or altered

Termination is not reviewable under Staff Policy 70, Complaint Resolution, except for complaints of discrimination

H. RENEWAL OR EXTENSION OF THE CONTRACT

You and the University may agree to renew your appointment. In order for the renewal to be effective, you and the University must enter into a new employment agreement which sets forth the terms to the new agreement. In the alternative, the duration of the existing contract may be extended by mutual written agreement. The written extension must specify the new end date.

Non-renewal and non-extension of your contract are not reviewable under Staff Policy 70, Complaint Resolution, except for complaints of discrimination.

I. GENERAL PROVISIONS

Except for any other agreements set forth in the University of California State Oath of Allegiance, Patent Policy, and Patent Acknowledgment Policy [AND ANY OTHER AGREEMENTS], this contract constitutes the entire agreement between the parties and supersedes any other prior agreements and any other representations made to you about the terms and conditions of your employment, whether written or oral. The terms of this agreement, except the at-will status, may be modified only by subsequent written agreement signed by both parties. In the event that any part of this agreement is declared or rendered invalid by court decision or statute, the remaining provisions of the agreement shall remain in full force and effect. California law shall govern the interpretation and construction of this agreement.

J. OTHER CONDITIONS FOR EFFECTIVE CONTRACT

This employment contract is not effective until you have completed all University payroll/personnel processing necessary to become a University contract employee. This includes, but is not limited to, the federal requirement that you provide to the University documentary evidence of your eligibility to work in the United States.

Signatures:

Employee Signature:

Date: _____

Signature for the University:¹

Date: _____

¹Unit Head, Dean, Director, or Administrative Officer per Delegations of Authority