

# UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED - RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF THE VICE PRESIDENT  
HUMAN RESOURCES

OFFICE OF THE PRESIDENT  
300 Lakeside Drive, Suite 1045  
Oakland, CA 94612-3550

September 24, 2013

Seth Newton Patel  
Lead Negotiator  
AFSCME 3299  
2201 Broadway Avenue, Suite 315  
Oakland, CA 94612

## **Re: University's Implemented Terms (Service Employees Unit)**

Dear Seth:

The parties have been negotiating a successor contract since October 12, 2012, without achieving agreement. The parties were certified to impasse on April 25, 2013, and have completed all HEERA impasse procedures. On August 31, 2013, the Panel Chair's Factfinding Report was made public. On September 6, 2013, the University sent the Union a last, best and final offer, partially adopting several of the Panel Chair's recommendations, and offering to meet with the Union.

The parties met on September 18, 2013, and the Union proposed an alternate new tier, pay banding for retiree health, and a strict adherence to the Appendix H ratios for 2013 health coverage for active employees. The Union's September 18 proposal did not narrow the wide gulf that remains between the parties on post-employment benefits or wages and no agreement was reached. Thus, the parties remain at impasse. The Union has not offered any additional proposals, nor has the Union requested any further meetings.

Accordingly, the University has decided to implement certain portions of its September 6, 2013 last, best and final proposal, effectively immediately. The implemented terms are specifically identified in the attached Implemented Terms.

Sincerely,



Nadine Baron Fishel  
Chief Negotiator  
University of California

Attachments: Implemented Terms

cc: Dwaine Duckett  
Peter Chester  
UC Bargaining Team

## **I. UC'S IMPLEMENTED TERMS**

The University hereby implements portions of the terms of its last best and final offer (LBFO) dated September 6, 2013 in these successor negotiations, effective immediately. Only those provisions/proposals expressly identified immediately below are part of this implementation. Section II below lists the specific provisions/proposals being implemented. For reference purposes, Section III shows the resulting language that is now in effect (including language that reflects terms carried over from the expired contract) for those Articles affected by these implemented terms. Implemented terms are underlined.

This implementation does not otherwise affect or alter the established past practice regarding any negotiable term and condition of employment (whether memorialized by contract or by actual practice).

This implementation also does not waive the right of either party to bargain collectively about any future changes to negotiable terms and conditions of employment under HEERA.

## **II. LIST OF IMPLEMENTED PROVISIONS / PROPOSALS**

### **Article 4b – University Retirement and Savings Plans – LBFO**

- For employees in current UCRP tier (“1976 tier”): 1.5% increase in contribution rate for a total employee contribution of 6.5% (minus \$19)
- For employees in UCRP 2013 Tier: 7% employee contribution rate.

### **Post Employment Benefits Changes – LBFO**

UCRP 2013 Tier for employees who first become eligible UCRP members or are re-hired in a UCRP eligible position on or after July 1, 2013, consistent with that which was adopted by the Regents on December 13, 2010, and May 16, 2012.

Implementing Changes to Retiree Health Eligibility / “Graduated Eligibility based on Age and Years of UCRP Service Credit at Retirement” grid showing the percentage of the University contribution that will be made for new eligible employees (i.e., an eligible employee hired on or after July 1, 2013) and eligible non-grandfathered employees, together with the Grandfathering provision, as set forth in the October 23, 2012 written presentation to AFSCME. The implemented eligibility grid and Grandfathering provision are attached hereto. As illustrated in the University’s October 23, 2012 written presentation to AFSCME, a non-grandfathered employee who retires at age 60 with 15 years of UCRP service credit, for example, will receive 37.5% of the contribution that the University makes for an employee who has 20 or more years of service and is age 65 or older.

**Article 12 – Hours of Work – LBFO**

- Section A.1.
- Section A.2.
- Section A.3.
- Section B.
- Section D.1.
- Section D.2.
- Section H.
- Section H.1.
- Section H.2.
- Section I.1.
- Section I.2.
- Section I.3.
- Section J.1.
- Section J.2.
- Section J.4.
- Section K.5.
- Section N.
- Hours of Work – Lawrence Berkeley Laboratory

**Article 23 – Parking** – Proposal with Appendix– LBFO – Each location shall provide at least 45 calendar days notice of any increase in the rates, including the rates which apply.

- Section B.1.
- Section B.2.
- Appendix – Rate caps for 2013-2014

**Article 25 – Payroll Deductions – LBFO**

- Section A.1.
- Section A.2.
- Section B.2.
- Section B.3.

**Article 35 – Sick Leave (where PTO not offered)** - No changes implemented for those locations not covered by Paid Time Off.

**Article 40 – Vacation Leave (where PTO not offered)** – No changes implemented for those locations not covered by Paid Time Off.

**Local Equities – LBFO**

- UC Irvine Medical Center – Security Officer Series

**New Article – Paid Time Off – LBFO** – Implemented immediately, with the effective date of transition to PTO being the first quadriweekly cycle which commences at least 60 days following today.

- Section A.
- Section B.

**Berkeley Addendum** – Proposal provided to Union April 11, 2013

### III. RESULTING LANGUAGE

#### Article 12 HOURS OF WORK

##### A. GENERAL PROVISIONS

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
2. Nothing in this Article shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.
3. This Article shall not be construed as a guarantee of or limitation on the number of hours per work day or workweek.

##### B. STANDARD WORKWEEK

A workweek is a period of time consisting of seven consecutive days. A standard workweek is from ~~Sunday~~ ~~Monday~~ morning (12:01 a.m.) to midnight the following ~~Saturday~~ ~~Sunday~~. Alternate workweeks (beginning and ending on a day other than the above) may be scheduled by the University.

##### D. ALTERNATE WORK SCHEDULES

1. Alternate work schedules may be established by the University. ~~In units having other than the standard work schedule, an alternate work schedule of 40 hours in one workweek, 80 hours within two consecutive workweeks, or 120 hours within three consecutive workweeks may be established by the University.~~ Employees may request alternate work schedules. The University will review the feasibility of implementing alternate work schedules in those work units for which AFSCME indicates there is an interest in and suitability for such schedules. AFSCME shall provide such information, if any, at the local campus/medical center/Laboratory labor-management meetings.

2. Where practicable, the University will, at the local campus/medical center/Laboratory labor-management meetings, identify problems and concerns related to existing alternate work schedules prior to eliminating or changing such schedules.

#### H. OVERTIME DEFINITION

Overtime is time ~~worked~~ on pay status which ~~exceeds the hours of a full time employee's regular daily schedule on pay status or exceeds forty (40) hours on pay status~~ in a workweek. **Overtime pay consists of overtime straight and overtime premium.**

1. **Overtime straight pay applies to hours on pay status including hours actually worked that, when combined with paid leave, exceed forty (40) hours in a workweek.**
2. **Overtime premium pay applies to hours actually worked that exceed forty (40) hours in a workweek.**

#### I. OVERTIME COMPENSATION

1. **Overtime straight shall be compensated at the straight time rate of pay for hours actually worked that, when combined with paid leave, exceed forty (40) hours in a workweek.**
2. **Overtime premium shall be compensated at one and one-half (1½) times the regular rate of pay for hours actually worked that exceed forty (40) hours in a workweek.**
3. When an employee is employed at more than one rate of pay, **for performing two or more different jobs during the workweek,** overtime **pay** earned at the time and ~~one-half rate may~~ **will** be calculated based on ~~the employee's average hourly rate or based on the rate in effect when the overtime is worked, at the option of the University~~ **a weighted average of the employee's rates of pay; i.e. the total regular pay from all jobs divided by the total hours worked.**

#### J. Premium Pay

1. **Daily premium applies to hours actually worked that exceeds the hours of a regularly scheduled shift of eight (8) hours or more in a day.**

**2. Premium pay in this section will be calculated using the straight time rate.**

4. ~~Overtime~~ Hours **that exceed forty (40) in a week** do not count toward accumulation of sick leave, vacation, holiday or retirement system credit.

**K.COMPENSATORY TIME OFF**

5. Upon separation from employment, employees shall be paid for all accumulated ~~overtime; accumulated overtime~~ **compensatory time** ~~earned at the time and one-half rate shall be paid~~ at the employee's current rate of pay or at the employee's average rate of pay for the last three **(3)** years of employment, whichever is higher.

**N. 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. **Travel time will be paid in accordance with the University Business and Finance Manual.**

**HOURS OF WORK -- LAWRENCE BERKELEY LABORATORY**

Policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to Hours of Work at the Laboratory shall remain in effect for employees at the Laboratory and shall supersede the provisions of this Article in ~~A.~~ **B.** through ~~L.~~ **M.** above.

**ARTICLE 23  
PARKING**

**B. PARKING RATES**

~~Parking and transportation rates shall be set forth in Appendix \_\_\_\_\_ Parking Rates.~~

1. ~~For Fiscal Years 2008-2009, 2009-2010, 2010-2011, & 2011-2012, & 2012-2013, the University shall limit~~ **increase** ~~the parking rates increase for each contract year~~ **at each campus/medical center/Laboratory** by **no more than** the amounts or percentages indicated in **Appendix \_\_\_\_\_**, using the prior year as the benchmark for determining the rates for the following year.
2. It is understood and agreed that parking permits for AFSCME employees may be issued to employees in accordance with the limitations resulting from the fees paid.

**Appendix \_\_\_\_**

Parking

Each location may increase monthly parking rates annually **for Fiscal Year 2013-2014** ~~the life of the Agreement~~ in accordance with the chart below:

Berkeley Campus	10% maximum
Davis Campus	\$5 maximum
Davis Health System	\$10 maximum
Irvine Campus	\$10 maximum
Irvine Medical Center	\$12 maximum
Los Angeles Campus	Please see attached
Los Angeles Health System	Please see attached
Merced Campus	\$5 maximum
Riverside Campus	\$10 maximum
San Diego Campus	\$10 maximum
San Diego Health System	Please see attached
San Francisco Campus & Health System	10% maximum
Santa Barbara Campus	Please see attached
Santa Cruz Campus	Please see attached
Lawrence Berkeley National Laboratory	No charge

<b>UC LOS ANGELES CAMPUS and MEDICAL CENTER</b>			
<b>Permit Name</b>	<b>Permit Description</b>	<b>2012-13 Current Rates</b>	<b>2013-14 Proposed Rates</b>
<b>Yellow (Commuter)</b>	<b>General Use Monthly Permit for Staff/Faculty/Student</b>	<b>\$68/\$71</b>	<b>\$71/\$74</b>
<b>Blue</b>	<b>Mobility Monthly Permit for Staff/Faculty</b>	<b>\$86/\$89</b>	<b>\$89/\$93</b>
<b>X</b>	<b>Reserved Monthly Permit for Staff/Faculty</b>	<b>\$125/\$130</b>	<b>\$130/\$136</b>
<b>2Person Carpool (per person)</b>	<b>2 person Carpool Monthly Permit for Staff/Faculty/ Students</b>	<b>\$27/\$28.50</b>	<b>\$28.50/\$30</b>
<b>3Person Carpool (per person)</b>	<b>3 person Carpool Monthly Permit for Staff/Faculty/ Students</b>	<b>\$11/\$12</b>	<b>\$12</b>
<b>Disabled</b>	<b>Monthly Permit for Disabled Staff/Faculty/ Students</b>	<b>\$68/\$71</b>	<b>\$71/\$74</b>
<b>Night</b>	<b>Night (after 4:30) Monthly Permit for Staff/Faculty/ Students</b>	<b>\$39/\$41</b>	<b>\$41/\$43</b>
<b>Permit Name</b>	<b>Permit Description</b>	<b>2012-13 Current Rates</b>	<b>2013-14 Proposed Rates</b>
<b>Weekend</b>	<b>Weekend Monthly Permit for Staff/Faculty/Student</b>	<b>\$28/\$30</b>	<b>\$30/\$32</b>
<b>Clean Fuel Permit</b>	<b>Ultra Low Emissions Vehicle Monthly Permit for Staff/Faculty/ and Students</b>	<b>\$54/\$57</b>	<b>\$57/\$60</b>

Please note, UCLA Campus and RR Medical Center are currently increasing rates in January, not July, through January 2015. Fee increases are then planned to revert to a July schedule beginning in July 2017.

<b>UC LOS ANGELES – Santa Monica Hospital</b>			
<b>Permit Name</b>	<b>Permit Description</b>	<b>2012-13 Current Rates</b>	<b>2013-14 Proposed Rates</b>
<b>Orange Tag</b>	<b>Arizona Lot Monthly Permit for Employees</b>	<b>\$68/\$71</b>	<b>\$71/\$74</b>
<b>Blue Tag</b>	<b>Medical Office Monthly Permit for Employees</b>	<b>\$68/\$71</b>	<b>\$71/\$74</b>
<b>Night/Weekend</b>	<b>Night / Weekend Permit for Employees</b>		

<b>UC SANTA BARBARA</b>			
<b>Permit Name</b>	<b>Permit Description</b>	<b>2012-13 Current Rates</b>	<b>2013-14 (cap level)</b>
“B” Annual or “B” Multi-Year (Monthly Rate)	Annual or Multi-Year Staff Permit	\$37.50	+\$10
“B” Quarterly (Fall/Winter/Spring/Summer)	Quarterly Staff Permit	\$118	+\$32
“B” One-Month	One-Month Only Staff Permit	\$56	+\$15
“M” Motorcycle (Monthly Rate)	Annual Motorcycle Permit	\$0*	+\$23.75
“B” Carpool (Monthly Rate)	Annual Carpool Permit	\$18.75**	+\$28.75
“N/WE” Annual or Monthly (Monthly Rate)	Annual or One-Month Night & Weekend Permit	\$16	+\$4

\*Permit requirement for motorcycles currently suspended during pilot period. Campus may reinstate the rate of \$18.75 per month, plus annual increases within agreed cap level. Campus will provide 30-day notice to union prior to reinstating the rate.

\*\*Carpool permit is at a reduced rate during pilot period. Campus may reinstate the rate to the same amount as the Annual and Multi-Year Rate, plus annual increases within agreed cap level between 2013 and 2018. Campus will provide 30-day notice to union prior to reinstating the rate.

<b>UC SANTA CRUZ</b>			
<b>Permit Name</b>	<b>Permit Description</b>	<b>2012-13 Current Rate</b>	<b>2013-14 Proposed Rates**</b>
A Permit	Close-In A Lots (all permit lots except Apts.)	\$66.00/mo	<b>\$69.00/mo</b>
A Permit Quarterly	Close-In A Lots (all permit lots except Apts.)	\$226.50	<b>\$226.50/mo</b>
Night Permit	Staff who only need to park starting at 3:30PM or after	\$9.25/mo	<b>\$10.00/mo</b>
A Carpool	Close-In A Lots (all permit lots except Apts.)	\$47.50/mo	<b>May be eliminated</b>
A Carpool Quarterly	Close-In A Lots (all permit lots except Apts.)	\$142.50	<b>May be eliminated</b>
A Scratchers w/ A Carpool/Vanpool (packet of 50)	Close-In A Lots (all permit lots except Apts.)	No longer available	
A Scratchers (1/2 packet of 25)	Close-In A Lots (all permit lots except Apts.)	\$99.00	<b>\$99.00</b>
A Scratchers (1st packet of 50)	Close-In A Lots (all permit lots except Apts.)	\$198.00	<b>\$198.00</b>
A Scratchers (2nd packet of 50)	Close-In A Lots (all permit lots except Apts.)	\$198.00	<b>\$198.00</b>
A Scratchers (3rd packet of 50)	Close-In A Lots (all permit lots except Apts.)	\$198.00	<b>\$198.00</b>
R Scratchers packet of 25)	New	\$90.00	<b>\$90.00</b>

UC SANTA CRUZ			
Permit Name	Permit Description	2012-13 Current Rate	2013-14 Proposed Rates**
R Carpool	Remote Carpool Permit	\$39.50/mo	<b>\$42.50/mo</b>
Motorcycle Permits	All Motorcycle spaces	\$16.50/mo	<b>\$17.50/mo</b>
Quarterly A 1-Day Limited Permit	Staff that work a regular schedule of 1 day per week, valid in all "A" and remote parking lots on-campus	\$43.50	<b>\$45.00</b>
Quarterly A 2-Day Limited Permit	Staff that work a regular schedule of 2 days per week, valid in all "A" and remote parking lots on-campus	\$87.00	<b>\$90.00</b>
Quarterly A 3-Day Limited Permit	Staff that work a regular schedule of 3 days per week, valid in all "A" and remote parking lots on-campus	\$130.50	<b>\$135.00</b>
Quarterly A 4-Day Limited Permit	Staff that work a regular schedule of 4 days per week, valid in all "A" and remote parking lots on-campus	\$174.00	<b>\$180.00</b>

\*\*Anticipated rates for review and approval during Winter/Spring 2013

<b>UC SAN DIEGO MEDICAL CENTER</b>			
<b>Permit Name</b>	<b>Permit Description</b>	<b>2012-13 Current Rates</b>	<b>2013-14 Proposed Rates</b>
<b>B</b>	<b>Main staff permit, deducted monthly</b>	<b>\$81</b>	<b>\$89</b>
<b>M</b>	<b>Motorcycle</b>		
<b>N/W</b>	<b>Night/Weekend</b>		

## ARTICLE 25 PAYROLL DEDUCTIONS

### A. DUES DEDUCTION

#### 1. General Conditions

Upon receipt of a written authorization from AFSCME or an employee covered by this Agreement, the University will deduct from the employee's pay the monthly amount certified by AFSCME to be the dues required for the employee's membership in the Union. The employee's authorization must be provided on a form agreed upon by the parties. Such individual authorization shall be effective only as to dues becoming due after the dates of delivery of the authorization form and accomplishing of the appropriate programming/payroll information on the employee requesting deduction, however the time for appropriate programming shall in no case exceed 45 calendar days from the date of delivery of the authorization form. The amount deducted for payment of such dues shall be ~~1.25%~~ **1.5%, up to a maximum of \$64.62<sup>1</sup>** of an individual employee's retirement gross salary up to maximums as established by AFSCME. Any change in the percent or maximum amount of dues shall be in accordance with B. below. Such deduction, unless there are insufficient net earnings to cover said deduction, shall be made monthly or, where applicable, more frequently than monthly in accordance with University payroll procedures in existence at the time and location the deduction is made. The amount of the deduction shall be certified to the University in writing, by AFSCME.

#### 2. Dues Amount Change

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

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<sup>1</sup>Based on AFSCME's December 11, 2012 Notice

## B. ORGANIZATIONAL SECURITY FEE

### 2. Organizational Security Fee Change

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

### 3. Exemption From Organizational Security Fee

Any employee in this unit who is a member or, as long as AFSCME is responsible for administering conscientious objector status, an observant of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support AFSCME as a condition of employment. AFSCME shall determine the validity of the employee's status as a conscientious objector status. If AFSCME agrees to the objector status of the employee it shall address the matter with the employee in accordance with its procedures. AFSCME will, upon request, provide the ~~UC~~ **University** with a list of approved conscientious objectors.

**Article 46**  
**Paid Time Off**

- A. **Employees in the bargaining unit who are employed by the University of California, Davis Medical Center, Irvine Medical Center, Los Angeles Medical Center and San Francisco Medical Center will be subject to the PTO policy in effect at their respective medical centers. This transition to PTO will be made 60 days following implementation beginning with the following quadriweekly cycle\*.**
- B. **Employees covered by this will be exempt from the provisions of Article 36- Sick Leave and Article 41-Vacation of this agreement; however, provisions in Article 36 – Sick Leave and Article 41- Vacation shall remain in effect if not specifically covered in the local PTO policy.**

\*The full implemented PTO policies are attached for reference.

### **BERKELEY ADDENDUM**

Currently, all locations have converted ~~PCT~~ **Service** employees to a bi-weekly schedule with the exception of the Berkeley campus. If any provision of this agreement is implemented prior to the Berkeley conversion, the following will apply:

Wages: where there are implementation references to “the first full bi-weekly pay period,” for Berkeley, “the first full monthly pay period and/or monthly arrears pay period” shall apply.

The Vacation Table Accrual system shall remain in place.

The Sick Leave Credit Table shall remain in place.

Applicability includes but is not limited to the Wages, Vacation and Sick Leave articles.

UC TO AFSCME  
 October 23, 2012  
 11:26am  
 Clark Kerr

**Retiree Health Eligibility**

**Graduated Eligibility based on Age and Service  
 Age at Retirement**

Years of UCRP Service Credit At Retirement	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%	45.0%
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.

**Note:**

- An eligible employee hired prior to July 1, 2013 who will not have a minimum of 5 years of UCRP service credit and whose age in whole years and UCRP service credit will be less than 50 as of June 30, 2013 is considered a “non-grandfathered” employee. A non-grandfathered employee who retires between the ages of 50 and 55 years of age with 10 or more years of UCRP service credit will be eligible for “access only” retiree health coverage (no employer subsidy).
- A new eligible employee (i.e. an eligible employee hired on or after July 1, 2013) will not be eligible to retire until 55 years of age. A new eligible employee who retires at age 55 with 10 or more years of UCRP service credit will be eligible for “access only” retiree health coverage (no employer subsidy).

UC TO AFSCME  
October 23, 2012  
11:26 am  
Clark  
law

<b>Basic Retirement Income Factors for Each Whole Age</b>		
<b>Age</b>	<b>Current UCRP</b>	<b>New Tier Design</b>
50	0.0110	N/A
51	0.0124	N/A
52	0.0138	N/A
53	0.0152	N/A
54	0.0166	N/A
55	0.0180	0.0110
56	0.0194	0.0124
57	0.0208	0.0138
58	0.0222	0.0152
59	0.0236	0.0166
60	0.0250	0.0180
61	0.0250	0.0194
62	0.0250	0.0208
63	0.0250	0.0222
64	0.0250	0.0236
65	0.0250	0.0250

UC to AFSCME  
July 28, 2012  
11:37am

# **Paid Time Off (PTO) Benefit Program**

## **Overview**

The Office of the President approved implementation of a pilot benefit program – the Paid Time Off (PTO) Program. The PTO Program became effective July 1, 2002, for eligible bi-weekly and monthly paid medical center employees. The Office of the President approved the PTO Program becoming permanent in 2008. The Office of the President has approved exceptions to the UC Absence from Work policy [formerly PPSM 41 (Vacation) and PPSM 42 (Sick Leave)] to allow our PTO Program to continue indefinitely under the same parameters granted in our pilot program. The PTO Program promotes and enhances work-life objectives of the university.

Effective in March 2011, the Office of the President authorized the expansion of the PTO Program to non-exclusively represented staff in the UC Davis School of Medicine and the Betty Irene Moore School of Nursing.

The purpose of the PTO Program is to establish a benefit program that provides employees greater flexibility in the use of time-off with pay and conveys the advantage of annually cashing out unused PTO hours accrued over three hundred (300). Providing greater flexibility also assists the University in recruitment and retention, serving both employee and employer. Additionally, PTO benefit programs serve as the standard of practice in area hospitals and are viewed positively.

Eligible participants include those employees guided by Personnel Policies for Staff Members (staff and MSP employees) in the hospital, School of Medicine and Betty Irene Moore School of Nursing. Employees become eligible for PTO on the date they hire, transfer, promote or are reclassified into a PTO eligible position. Employees covered by labor agreements, academic employees, and those employees with dual appointments (where one position is covered by a collective bargaining agreement or one position is outside of the health system) are not eligible to participate at the present time.

## **Program**

### **Paid Time Off (PTO) Bank**

The Paid Time Off (PTO) bank combines the paid benefits of vacation hours and a portion of sick-leave hours into a single bank of PTO hours. PTO is used for vacation, illness, injury, or other scheduled or unscheduled absences. Each employee has an individual bank of PTO hours that has a yearly maximum accrual that exceeds the maximum currently in place for vacation. Hours in excess of 300 will be cashed out once a year in July, based on an employee's balance at the end of June. Under the PTO Program, an employee has more flexibility, while assuming greater responsibility, for planning and using his or her personal accrued time.

In March of 2011, when the PTO Program expanded to eligible employees in the Schools of Health, an employee's vacation balance at that time was transferred in full to the PTO bank. An employee with 190 hours of vacation in early March would then have 190 hours of PTO.

### **Extended Sick Leave (ESL) bank**

The ESL Bank consists of paid hours that accrue up to 48 hours (based on 50 percent of an employee's current sick leave accrual rate) of earned sick leave per year for full-time employees that is used for extended illnesses and approved bereavement leave. The amount of sick leave accrued is prorated for employees who work less than full-time. ESL may be used after the first three consecutive days of absence due to illness, with the amount prorated for less-than-full-time employees.

As a one-time exception, the health system permitted an initial "grace period" from the effective date in March through June 30, 2011, enabling Schools of Health employees to use ESL for any absence due to illness without having to use PTO for the first three days of absence (prorated for less-than-full-time). On July 1, 2011, the "grace period" will end and normal usage requirements will apply.

ESL also may be used for family and medical leaves of absence, and for bereavement leave, consistent with the University of California's Absence from Work Policy. There is no maximum cap on ESL accruals.

In March 2011, when the PTO Program expanded to eligible employees in the Schools of Health, an employee's sick-leave balance at that time was transferred in full to the ESL bank. An employee with 420 hours of sick leave, for example, then would have 420 hours of ESL. Like sick leave, any unused ESL hours will count as service time upon retirement.

Details on the use and accrual of PTO are as follows:

#### **Use of PTO**

PTO is used to cover absences during regularly scheduled work days (planned absences) or to cover the first three days (prorated for less-than-full-time employees) of sick leave or for a family or personal emergency (unplanned absences). Employees will receive payment for approved PTO days as long as they have accrued PTO hours in their individual bank. Employees are not allowed to carry a negative PTO balance.

#### **Accrual of PTO**

Effective in March 2011, for School of Medicine and Betty Irene Moore School of Nursing non-exclusively represented employees, PTO hours will be accrued based on regular hours paid. PTO does not accrue while an employee is receiving on-call pay, state

disability insurance benefits, workers' compensation benefits, short- or long-term state disability, or while on unpaid leave of absence. All accrued vacation hours and 50 percent of accrued sick-leave hours are credited to the PTO bank during each four-week accrual period. PTO accruals are capped at two times an employee's annual accrual rate, as shown in the table below:

<b>Program</b>	<b>Years of Service</b>	<b>PTO Maximum Accrual for Full-time Employee</b>
PSS	Less than 10	336
	10 but less than 15	384
	15 but less than 20	432
	20 or more	480
MSP	Less than 5	384
	5 but less than 10	432
	10 or more	480

PTO accrual balances in excess of 300 hours will be paid once a year at an employee's current rate of pay.

For monthly paid employees, the PTO measurement date was set up to add June accruals, but not to subtract June usage, as usage is not officially recorded until mid-July.

The PTO bank is credited each month with leave equivalent to the vacation accrual rate and one half (1/2) of the sick leave accrual rate. For purposes of illustration, the following example is how PTO hours are accumulated and allocated:

A full-time employee with more than 20 years of service accrues 14.77 hours of vacation and 7.38 hours of sick-leave pay in a four-week accrual period. All of the vacation accrual (14.77 hours) is deposited into the PTO bank, while half of the sick-leave accrual (3.69 hours) also is deposited into the PTO bank, amounting to a total of 18.46 hours per four-week accrual period, or 240 hours per year.

The balance of the sick-leave accrual (48 hours per year) is deposited into the ESL bank. Holiday time and compensatory time off are not a part of the PTO bank.

The first two (2) days of absence (if appointed at 50 through 75 percent time) or three (3) days of absence (if appointed at greater than 75 percent time) will be charged to the PTO bank, regardless of the reason for the absence (illness or vacation) except as noted below for leaves of absence.

Absences designated as Family and Medical Leave (granted for an employee's own/spouse/domestic partner/child/parent's serious health condition), pregnancy disability leave, or bereavement leave will be charged in their entirety to the ESL bank.

Beginning with the 3rd or 4th day of absence, dependent on eligibility, the PTO bank will be charged if the purpose of the absence is for personal reasons. If the absence is due to illness, the ESL bank will be charged.

The following examples illustrate how sick time should be charged for employees with appointments of 76% or greater:

- An employee who works an 8/40 shift who is sick for three days will be charged with 24 hours of PTO-S
- An employee who works a 9/80 shift who is sick for three days will be charged with 24 hours of PTO-S and 3 hours of ESL
- An employee who works 4/10 shift who is sick for three days will be charged with 24 hours of PTO-S and 6 hours of ESL
- An employee who works a 12 hour shift who is sick for three days will be charged with 24 hours of PTO-S and 12 hours of ESL

Part-time employees with appointments between 50 and 75% will have the first 16 hours charged to PTO-S and the rest will be charged to ESL.

Note: Exempt employees must continue to report absences in full day increments.

Employees who are on shifts other than a standard eight-hour shift must indicate the number of non-worked hours, consistent with their scheduled shift. (For example, a full-time employee who regularly works 12-hour shifts takes two days off work for personal reasons. The employee must reflect 24 hours of "PTOP" on their time card.)

PTO and ESL accrual balances will be transferred to vacation and sick leave balances upon reassignment, promotion, or demotion to an eligible position not covered by this program.

Upon separation from employment or transfer to a university position ineligible to accrue vacation or PTO, PTO accrual balances will be paid pursuant to university policy and applicable laws.

## **Impact to UCRP retirement plan**

- Leave credits in the ESL bank will convert to UCRP service credit at retirement.
- The PTO benefit program does not conflict with UCRP Retirement Plan regulations.

## **Instruction for time cards**

Time cards have been revised so that staff can accurately track usage of time not worked. The revised time cards are to be used by those in the PTO Program as well as those covered by standard Vacation/Sick Leave policies and contracts. In order to evaluate the effectiveness of the PTO Program, it is necessary to track the usage of PTO for personal reasons or for illness related reasons. Although there is one PTO bank, for tracking purposes, we are calling time used for illness, PTOS (Paid Time Off-Sick) and time used for personal reasons, PTO (Paid Time Off-Personal). All time cards include instructions for completion.

For Non-Exempt Employees (Blue Time Card), the revision is in the "To Pay for Hours Not Worked" section. The boxes now include an area to record Vacation (VAC), Sick Leave (SKL), Paid Time Off – Personal (PTOP), Paid Time Off – Sick Leave (PTOS), Extended Sick Leave (ESL), Holiday (HOL), Other, and CTO Taken.

For Exempt Employees (Pink Time Card), the revision includes two rows. The top row will be for employees in the PTO Program to record their time. The time will be recorded as PTO, PTOS, ESL, Holiday, Administrative Leave, Leave without Pay, and Miscellaneous.

For Exempt Employees (Yellow Time Card), the revision includes the distinction between PTO used for sick purposes and PTO used for personal reasons. The time will be recorded as PTO, PTOS, ESL, Holiday, Administrative Leave, Leave without Pay, and Miscellaneous.

Questions may be directed to Human Resources or to the Payroll Office.



Office of Origin: **Human Resources**

### **I. PURPOSE**

To outline the Paid Time Off (PTO) program for rest, relaxation, and renewal to non-represented employees who hold career, limited and floater appointments. In addition as outlined in the collective bargaining agreements, some represented employee groups may participate in the PTO program.

### **II. REFERENCES**

University of California Policy 2.2.10 – Absence From Work  
([http://atyourservice.ucop.edu/employees/policies\\_employee\\_labor\\_relations/personnel\\_policies/spp2210\\_absence.pdf](http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/personnel_policies/spp2210_absence.pdf)) Replaces UC Staff Policies 41, Vacation and 42, Sick Leave  
UCSF Medical Center Administrative Policy, 4.03.05 Attendance Monitoring

### **III. DEFINITIONS**

#### **A. Paid Time Off (PTO) Bank:**

PTO is a bank of paid hours that can be used for vacation, sick or other planned or unplanned absence from work. Upon implementation of the PTO program, each employee's vacation accrual balance is placed into the PTO bank. PTO accrues on a quadric-weekly basis, under a formula based on years of service and time on pay status, except that eligible separating employees earn proportional vacation leave through their last day on pay status. At any time, an employee's PTO balance cannot exceed twice the annual accrual rate. Annually in December, accrued but unused PTO hours in excess of the cap defined in the chart below will be paid out at the employee's current base pay rate. Upon termination of employment, employees will be paid for accrued but unused PTO at their base rate of pay.

#### **B. Extended Sick Time (EST)**

EST is a bank of hours which accrue at the rate of six days per year, pro-rated for part-time work. EST can be used after the first three consecutive shifts of unplanned sick leave or FMLA related leave for employees with scheduled shift lengths of 10 hours or less or after the first two consecutive shifts for employees with scheduled shift lengths of greater than 10 hours. EST can also be used for bereavement leave as defined under University policy. EST cannot be used for vacation or holiday purposes. There is no cash value to EST upon termination, however, EST hours can be applied to UCRP service credit under the terms and conditions of the UC Retirement Plan. Upon implementation of the PTO program, accrued sick leave hours will be placed into the employee's EST bank.

#### **C. Quadriweekly Cycle**



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I. **PURPOSE**

UCI Medical Center provides Paid Time Off (PTO) for rest, relaxation, and renewal to non-represented employees who hold career, limited and floater appointments. In fact, UCI Medical Center highly encourages and anticipates that employees will use a minimum of 80 hours of PTO per year. PTO is provided to eligible employees when absent from work for vacation, sick leave or other scheduled and unplanned absences. PTO provides flexibility to employees and makes them responsible for planning and using accrued PTO.

II. **TERMS & DEFINITIONS**

A. **Paid Time Off (PTO) Bank:**

PTO is a bank of paid hours that can be used for vacation, sick or other scheduled or unscheduled absence from work. Upon implementation of the PTO program, each employee's vacation accrual balance is placed into the PTO bank. PTO accrues on a quadriweekly basis, under a formula based on years of service and time on pay status. At any time, an employee's PTO balance cannot exceed twice the annual accrual rate. Annually, accrued but unused PTO hours in excess of the cap defined in the chart below will be paid out at the employee's current base pay rate. Upon termination of employment, employees will be paid for accrued but unused PTO at their base rate of pay.

B. **Extended Sick Leave (ESL)**

ESL is a bank of hours which accrue at the rate of six days per year, pro-rated for part-time work. ESL can be used after the first three consecutive shifts of PTO or 24 hours of PTO, whichever is less. Supervision may also approve use of ESL after three consecutive shifts of unpaid leave or 24 hours of unpaid leave, whichever is less. ESL can also be used for bereavement leave or Family Medical Leave (FMLA) as defined under University policy. ESL cannot be used for vacation or holiday purposes. There is no cash value to ESL upon termination, however, ESL hours can be applied to UCRP service credit under the terms and conditions of the UC Retirement Plan. Upon implementation of the PTO program, accrued sick leave hours will be placed into the employee's ESL bank.

C. **Quadriweekly Cycle**

Two biweekly pay periods are considered as a unit for the purpose of leave accrual.

III. POLICY

- A. Eligibility: PTO and ESL are provided to employees who hold career, limited and floater appointments and who are appointed at 50 percent time or greater for six or more months.
- B. Accrual Rate: An eligible employee earns PTO from the date of eligibility based on the number of hours on pay status as follows:

Years of Qualifying Service	Per Hour on Pay Status	Quadra-weekly Accrual for full time employee	Approximate Hours/Days Per Year for full time employee	Maximum Accrual (Twice Annual Accrual Rate)	Annual Payout Cap (75% of Annual Accrual Rate)
<b>Professionals and Support Staff (PSS)</b>					
Less than 10	.080769	12.92 hours	168 hrs/21 days	336 hrs	252 hrs
10 but less than 15	.092308	14.77 hours	192 hrs/24 days	384 hrs	288 hrs
15 but less than 20	.103846	16.62 hours	216 hrs/27 days	432 hrs	324 hrs
20 or more	.115385	18.46 hours	240 hrs/30 days	480 hrs	360 hrs
<b>Senior Managers, Managers and Senior Professionals (SMG/MSP)</b>					
Less than 5	.092308	14.77 hours	192 hrs/24 days	384 hrs	288 hrs
5 but less than 10	.103846	16.62 hours	216 hrs/27 days	432 hrs	324 hrs
10 or more	.115385	18.46 hours	240 hrs/30 days	480 hrs	360 hrs

An eligible employee earns ESL from the date of eligibility based on the number of hours on pay status as follows:

Per Hour on Pay Status	Quadriweekly Accrual for full time employee	Approximate Hours/Days Per Year for full time employee
.023077	3.69 hours	48 hours/6 days

- C. PTO and ESL earned shall be credited to the employee on the next working day following the quadriweekly cycle, except that an eligible separating employee shall earn proportionate PTO and ESL through the last day on pay status.
- D. PTO accrues in accordance with an employee's classification, years of service and time on pay status except as follows:
  - 1. Staff members who were in the Administrative and Professional Staff Program (A&PS) as of June 30, 1996, will accrue PTO under the combined A&PS vacation schedule plus half of the sick leave accrual schedule until whichever event occurs first: a break in service of four or more months or promotion to a position classified at the MSP or SMG level. Upon return to University employment after a break in

service of four or more months or promotion to MSP/SMG, the employee will earn PTO in accordance with the schedule outlined above.

- E. **Maximum accrual:** PTO leave may accrue to a maximum of two times the annual full-time earning rate whether the employee holds a full or part-time appointment. If an employee cannot schedule PTO within 60 working days of accruing the maximum due to operational considerations, that employee shall have an additional four months within which to take PTO to bring the employee's PTO accruals below the maximum. There is no maximum ESL accrual.
- F. **Annual Payment for Hours Above Cap:** Each November, an employee who has a PTO balance in excess of the cap defined for that accrual level will have the balance of hours in excess of the cap paid at the employee's current pay rate. Payout is mandatory and employees may not carry forward a PTO balance in excess of their annual payout cap (75% of annual accrual rate).
- G. **Scheduling, Use and Approval of PTO and ESL Time**
  - 1. PTO leave can be scheduled in advance (e.g., vacation, doctor's appointments) or used for unscheduled absences (sick calls). Employees are encouraged to plan for and schedule time off in accordance with UCI Medical Center's Work Rules for Attendance. Scheduled leave is subject to approval by the department manager or his/her designee. ESL can be used after the first three consecutive shifts of PTO or 24 hours of PTO, whichever is less or in case of family illness as defined in G.3 below. An employee may be required to submit satisfactory proof of inability to work, illness in the family or bereavement in order to be paid for ESL.
  - 2. Cases in which an employee has excessive unscheduled absences should be treated in accordance with the appropriate disciplinary procedure as outlined in UCI Medical Center's Work Rules for Attendance.
  - 3. **Family Illness:** In any calendar year, an employee shall be permitted to use not more than 30 days of accrued ESL when required to be in attendance or to provide care because of the illness of the employee's spouse, domestic partner, parent, child (including child of a domestic partner), sibling, grandparent or grandchild. In-laws and step-relatives in the relationships listed are also covered. This provision also covers other persons residing in the employee's household. An employee requesting family illness leave may be required to submit satisfactory proof of illness in the family. For each occurrence of family illness, an employee must satisfy the PTO use requirement as referenced in G.1. above before accessing accrued ESL. The Chancellor may authorize exceptions beyond the 30-day limit, including the exhaustion of all ESL in the event of catastrophic illness in the employee's family or household.
  - 4. **Family Medical Leave Act (FMLA):** An employee shall be permitted direct access to ESL without the requirement to use PTO days first when that employee's absence has been certified as covered under the Family Medical Leave Act in accordance with University Policy.

5. Bereavement: An employee shall be permitted to use not more than 5 days of ESL without the requirement to use PTO days first when that employee's absence is required due to the death of the employee's spouse, domestic partner, parent, child (including child of a domestic partner), sibling, grandparent or grandchild, including in-laws and step-relatives, or other persons residing in the employee's household. In addition, an employee shall be permitted to use not more than five ESL days in any calendar year for bereavement or funeral attendance due to the death of any other person. The employee shall provide prior notice to the supervisor as to the need for and likely length of any such absence and may be required to provide documentation.
6. PTO shall not be scheduled after the last day of work, except that an employee may schedule PTO between the last day at work and the effective date of retirement.
7. Upon retirement, unused ESL is normally converted to UCRP service credit (unless the individual has elected a lump sum cashout). Refer to University of California Retirement Plan provisions.
8. Neither PTO nor ESL time can be used before it is accrued, except when authorized by the Chancellor for use during a curtailment leave pursuant to Staff Policy 43.G.

## II. Transfer of PTO/ESL

1. An employee who is transferred, promoted or demoted from a UCI Medical Center non-represented position to another shall have all PTO and ESL balance transferred.
  2. An employee who is transferred, promoted or demoted to a benefit-eligible University position not under this PTO program will have all PTO hours transferred to a vacation balance and ESL hours to a sick leave balance. In the event the PTO hours transferred are above the maximum allowed under Staff Policy 41 Vacation, hours in excess of the maximum will be cashed out by UCI Medical Center.
  3. An employee who is transferred, promoted or demoted to a position not eligible for PTO/ESL or vacation and sick leave accrual will have PTO hours paid off and ESL will be lost. However, if the employee later transfers to a position in which ESL or sick leave accrues, the previously accrued ESL balance shall be reinstated.
- I. An employee shall be paid for PTO accrued through the last day on pay status upon:
1. resignation;
  2. termination;
  3. retirement;
  4. indefinite layoff;
  5. medical separation;
  6. unpaid extended military leave as determined by the Chancellor;
  7. transfer to or from Department of Energy management Operation Contracts 36 (LANL), 48 (LLNL), and 98 (LBL); and
  8. transfer, promotion or demotion to another University position in which the employee will not be eligible to accrue either PTO or vacation credit.

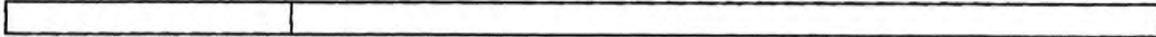
J. Reinstatement of ESL Leave

An employee who is reemployed after a separation from employment status of less than 15 calendar days shall have all accrued ESL from prior service reinstated into the ESL or Sick leave bank. If the separation from employment status is 15 or more calendar days, but less than six months, not more than 80 hours of accrued ESL shall be reinstated. If separation is for six months or more, accrued ESL shall not be reinstated. For purposes of this section only, State of California service shall be treated the same as University service.

A PSS covered staff member who is reemployed during the period of recall and preferential rehire status shall have all ESL reinstated.

IV. PROCEDURES

<b>RESPONSIBLE PERSON(S)/DEPT.</b>	<b>PROCEDURE</b>
Employee	<ol style="list-style-type: none"><li>1. Exempt Employees. Except as provided in Staff Policy 43, B.3 and C.4, PTO and ESL used shall be recorded in one-day increments only or in increments not less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work. When an exempt employee has exhausted all accrued PTO/ESL, salary shall not be reduced for absences of less than one full day or less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work.</li><li>2. Non-Exempt Employees. Records of accrued PTO and ESL usage shall be maintained to the nearest tenth of an hour.</li><li>3. All Employees. Request and record scheduled PTO and ESL in accordance with departmental procedures and UCIMC's Work Rules for Attendance.</li></ol>
Supervisor/Manager	<ol style="list-style-type: none"><li>1. Review and approve requests for scheduled PTO/ESL based on unit work needs.</li><li>2. Monitor employee usage of unscheduled PTO/ESL in accordance with UCIMC Work Rules for Attendance.</li></ol>
Payroll	<ol style="list-style-type: none"><li>1. Credit employee with PTO/ESL in accordance with this policy.</li><li>2. Pay out annually PTO in excess of the defined cap.</li><li>3. Pay out accrued PTO to the employee upon the occurrence of a qualifying event as defined in Section III. I of this policy.</li></ol>



V.        **REFERENCES**

Replaces UC Staff Policies 41, Vacation and 42, Sick Leave.  
UC Staff Policy 43, Leave of Absence  
Administrative Policy and Procedure Sec 300-14– Catastrophic Leave Program  
Administrative Policy and Procedure –Work Rules For Attendance

Author:                    Patricia Thatcher, Executive Director, Human Resources & Customer Service

Approvals:              Policy Review Committee  
                                Performance Improvement Committee  
                                Med Exec  
                                Governing Body

July 28, 2012  
11:37am

## PAID TIME OFF (PTO) PROGRAM

On September 22, 1996, UCLA Medical Center's Paid Time Off (PTO) Program was launched for career, nonrepresented employees at the Westwood Campus, as well as for those employees who are members of the HX bargaining unit -- approximately 1,000 employees in all. The PTO Program established a new leave bank for these employees which included both sick leave accruals as well as vacation and personal leave time. The following is a list of features which currently comprise the Program:

- A proportionate amount of sick leave is credited to the PTO bank on a quadri-weekly basis. A full time employee, for example, has 3.07 hours of sick leave deposited into the PTO bank on a quadri-weekly cycle, for a total of 40 hours each year. Part-time employees have earned at a proportionate rate based on hours or pay status. Leave accounting slips reflect PTO (Paid Time Off) and ESL (Extended Sick Leave) balances in place of "Vacation" and "Sick Leave."
- The first consecutive 16 hours of absence come out of the PTO bank, regardless of the reason. An absence on the third consecutive day is charged to either sick or vacation leave, as appropriate. Absences are considered consecutive until a full day of work or other leave with pay is recorded.  
Employees continue to record their time off as before on their respective EPR/PACE. The system then allocates the time off to PTO or ESL banks as appropriate.
- Scheduled PTO must be requested by the employee at least 48 hours in advance or in accordance with departmental guidelines. An employee's excessive use of PTO may subject him/her to corrective action.  
To accommodate the enhanced balance resulting from combining vacation and PTO accruals, the maximum accrual in the PTO bank is extended by 80 hours (equivalent to 2 years of vacation + 80 hours).
- A balance of over 288 hours in the PTO bank is cashed out once each year at the employee's current rate of pay. This payout has occurred in December for the last two years since implementation. If an employee reaches the maximum PTO accruals (twice the annual vacation accrual + 80 hours), the allocation to PTO temporarily stops until the employee's PTO balance is again below the maximum. There is no impact on holiday time or earning and banking compensatory time for non-exempt employees who are eligible to participate in this plan. An eligible employee who transfers to a position that is ineligible for PTO has any time over the permissible maximum (of the position) paid out. An employee who transfers into a position that is eligible to earn PTO has immediate access to increasing accruals.
- Employees on Intermittent Family Leave and those on leave under the Family Medical Leave Act (FMLA) are exempt from this program for the duration of the approved leave.
- Employees may donate PTO hours to other employees, subject to the

guidelines for Catastrophic  
Leave.

Office of Origin: **Human Resources**

### **I. PURPOSE**

To outline the Paid Time Off (PTO) program for rest, relaxation, and renewal to non-represented employees who hold career, limited and floater appointments. In addition as outlined in the collective bargaining agreements, some represented employee groups may participate in the PTO program.

### **II. REFERENCES**

University of California Policy 2.2.10 – Absence From Work  
([http://atyourservice.ucop.edu/employees/policies\\_employee\\_labor\\_relations/personnel\\_policies/spp2210\\_absence.pdf](http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/personnel_policies/spp2210_absence.pdf)) Replaces UC Staff Policies 41, Vacation and 42, Sick Leave  
UCSF Medical Center Administrative Policy, [4.03.05 Attendance Monitoring](#)

### **III. DEFINITIONS**

#### **A. Paid Time Off (PTO) Bank:**

PTO is a bank of paid hours that can be used for vacation, sick or other planned or unplanned absence from work. Upon implementation of the PTO program, each employee's vacation accrual balance is placed into the PTO bank. PTO accrues on a quadric-weekly basis, under a formula based on years of service and time on pay status, except that eligible separating employees earn proportional vacation leave through their last day on pay status. At any time, an employee's PTO balance cannot exceed twice the annual accrual rate. Annually in December, accrued but unused PTO hours in excess of the cap defined in the chart below will be paid out at the employee's current base pay rate. Upon termination of employment, employees will be paid for accrued but unused PTO at their base rate of pay.

#### **B. Extended Sick Time (EST)**

EST is a bank of hours which accrue at the rate of six days per year, pro-rated for part-time work. EST can be used after the first three consecutive shifts of unplanned sick leave or FMLA related leave for employees with scheduled shift lengths of 10 hours or less or after the first two consecutive shifts for employees with scheduled shift lengths of greater than 10 hours. EST can also be used for bereavement leave as defined under University policy. EST cannot be used for vacation or holiday purposes. There is no cash value to EST upon termination, however, EST hours can be applied to UCRP service credit under the terms and conditions of the UC Retirement Plan. Upon implementation of the PTO program, accrued sick leave hours will be placed into the employee's EST bank.

#### **C. Quadriweekly Cycle**

Two biweekly pay periods considered as a unit for the purpose of leave accrual.

**IV. POLICY**

- A. Eligibility: PTO and EST are provided to non-represented PSS and MSP-covered employees who hold career, limited, contract and floater appointments and who are appointed at 50 percent time or greater for six or more months.
- B. Accrual Rate: An eligible employee earns PTO from the date of eligibility based on the number of hours on pay status as follows:

Years of Qualifying Service	Per Hour on Pay Status	Quadra-weekly Accrual for full time employee	Approximate Hours/Days Per Year for full time employee	Maximum Accrual (Twice Annual Accrual Rate)	Annual Payout Cap (75% of Max Accrual Rate)
<b>Professionals and Support Staff (PSS)</b>					
Less than 10	0.08079	12.93 hours	168 hrs/21 days	336 hrs	252 hrs
10 but less than 15	0.09235	14.78 hours	192 hrs/24 days	384 hrs	288 hrs
15 but less than 20	0.10386	16.62 hours	216 hrs/27 days	432 hrs	324 hrs
20 or more	0.11541	18.47 hours	240 hrs/30 days	480 hrs	360 hrs
<b>Senior Managers, Managers and Senior Professionals (SMG/MSP)</b>					
Less than 5	0.09235	14.78 hours	192 hrs/24 days	384 hrs	288 hrs
5 but less than 10	0.10386	16.62 hours	216 hrs/27 days	432 hrs	324 hrs
10 or more	0.11541	18.47 hours	240 hrs/30 days	480 hrs	360 hrs

An eligible employee earns EST from the date of eligibility based on the number of hours on pay status as follows:

Per Hour on Pay Status	Quadriweekly Accrual for full time employee	Approximate Hours/Days Per Year for full time employee
0.02309	3.69 hours	48 hours/6 days

- C. PTO and EST earned shall be credited to the employee on the next working day following the quadriweekly cycle, except that an eligible separating employee shall earn proportionate PTO and EST through the last day on pay status.
- D. PTO accrues in accordance with an employee's classification, years of service and time on pay status except as follows:

1. Staff members who were in the Administrative and Professional Staff Program (A&PS) as of June 30, 1996, will accrue PTO under the combined A&PS vacation schedule plus half of the sick leave accrual schedule until whichever event occurs first: a break in service of four or more months or promotion to a position classified at the MSP or SMG level. Upon return to University employment after a break in service of four or more months or promotion to MSP/SMG, the employee will earn PTO in accordance with the schedule outlined above.
- E. Maximum accrual: PTO leave may accrue to a maximum of two times the annual full-time earning rate whether the employee holds a full or part-time appointment. If an employee cannot schedule PTO within 60 working days of accruing the maximum due to operational considerations, that employee shall have an additional four months within which to take PTO to bring the employee's PTO accruals below the maximum. If the payout happens within the grace period extension (or after it) then the employee is still paid down to the annual payout cap (75%) There is no maximum EST accrual.
- F. Annual Payment for Hours Above *the Annual Payout Cap*: Each December, each employee who has a PTO balance in excess of the *Annual Payout* cap defined for that accrual level will have the balance of hours in excess of the *Annual Payout* cap paid at the employee's current pay rate.
- G. Scheduling, Use and Approval of PTO and EST Time
  1. PTO leave can be scheduled in advance (e.g., vacation, doctor's appointments) or used for unplanned absences (sick calls). Employees are encouraged to plan for and schedule time off in accordance with UCSF Medical Center's planned absence policies. Scheduled leave is subject to approval by the department manager or his/her designee. An employee may be required to submit satisfactory proof of inability to work, illness in the family or bereavement in order to be paid for leave. EST can be used after the first three shifts of sick leave or family illness as defined in G.2 below (two shifts for employees with shift lengths of greater than 10 hours). Employees on intermittent FMLA leave will have absences treated as one occurrence for purposes of access to EST bank.
  2. Family Illness: In any calendar year, an employee shall be permitted to use not more than 30 days of accrued EST after the first three shifts of PTO covered absence (two shifts for employees with shift lengths greater than 10 hours) when required to be in attendance or to provide care because of the illness of the employee's spouse, domestic partner, parent, child (including child of a domestic partner), sibling, grandparent or grandchild, absent an exception as described below. In-laws and step-relatives in the relationships listed are also covered. This provision also covers other persons residing in the employee's household. An employee requesting family illness leave may be required to submit satisfactory proof of illness in the family. The

Chancellor may authorize exceptions beyond the 30-day limit, including the exhaustion of all EST in the event of catastrophic illness in the employee's family or household.

To be eligible for Family and Medical Leave (FMLA), an employee must have:

- been employed by the University for at least a total of 12 months;
  - worked at least 1,250 hours in the 12 months immediately preceding the start of the leave. (For employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty are included for the purpose of calculating the 1,250 hours of actual work.)
3. **Bereavement:** An employee shall be permitted to use not more than 10 days of EST without the requirement to use PTO days first when that employee's absence is required due to the death of the employee's spouse, domestic partner, parent, child (including child of a domestic partner), sibling, grandparent or grandchild, including in-laws and step-relatives, or other persons residing in the employee's household. In addition, an employee shall be permitted to use not more than 5 EST days in any calendar year for bereavement or funeral attendance due to the death of any other person who is not a family member or a person residing in your household. The employee shall provide prior notice to the supervisor as to the need for and likely length of any such absence and may be required to provide documentation.
  4. PTO shall not be scheduled after the last day of work, except that an employee may schedule PTO between the last day at work and the effective date of retirement.
  5. Upon retirement, unused EST is normally converted to UCRP service credit (unless the individual has elected a UCRP lump sum cashout). Refer to University of California Retirement Plan provisions.
  6. Neither PTO nor EST time can be used before it is accrued, except when authorized by the Chancellor for use during a curtailment leave pursuant to Staff Policy 43.G.
  7. **Misuse of Leave:** An employee misrepresenting the reason for requesting time off, or in applying for a leave of absence, may be subject to disciplinary action, up to and including termination from employment. An employee on an unpaid leave of absence may not utilize vacation leave or sick leave on an intermittent basis for purposes of eligibility for holiday pay and employer-paid contributions towards benefits.

**H. Transfer of PTO/EST**

1. An employee who is transferred, promoted or demoted from a UCSF Medical Center non-represented position to another shall have all PTO and EST balance transferred.
  2. An employee who is transferred, promoted or demoted to a benefit-eligible University position not under this PTO program will have all PTO hours transferred to a vacation balance and EST hours to a sick leave balance. In the event the PTO hours transferred are above the maximum allowed under Staff Policy 41 Vacation, hours in excess of the maximum will be cashed out by UCSF Medical Center at the time of transfer, promotion or promotion.
  3. An employee who is transferred, promoted, or demoted to a position not eligible for PTO/EST or vacation and sick leave accrual will have PTO hours paid off and EST will be lost. However, if the employee later transfers to a position in which EST or sick leave accrues, the previously accrued EST balance shall be reinstated.
- I. An employee shall be paid for PTO accrued through the last day on pay status upon:
1. resignation;
  2. termination;
  3. retirement;
  4. indefinite layoff;
  5. medical separation;
  6. unpaid extended military leave as determined by the Chancellor;
  7. transfer to or from Department of Energy management Operation Contracts 36 (LANL), 48 (LLNL), and 98 (LBL); and
  8. transfer, promotion or demotion to another University position in which the employee will not be eligible to accrue either PTO or vacation credit.
- J. Reinstatement of EST Leave
- An employee who is reemployed after a separation from employment status of less than 90 calendar days shall have all accrued EST from prior service reinstated into the EST or Sick leave bank. If the separation from employment status is 90 or more calendar days, but less than six months, not more than 80 hours of accrued EST shall be reinstated. If separation is for six months or more, accrued EST shall not be reinstated. For purposes of this section only, State of California service shall be treated the same as University service.
- A PSS covered staff member who is reemployed during the period of recall and preferential rehire status shall have all EST reinstated.

## **V. PROCEDURES**

### Leave Records

1. Exempt Employees. Except as provided in Staff Policy 43, B.3 and C.4, PTO and EST used shall be recorded in one-day increments only or in increments not less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work. When an exempt employee has exhausted all accrued PTO/EST, salary shall not be reduced for absences of less than one full day or less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work.
2. Non-Exempt Employees. Records of accrued PTO and EST usage shall be maintained to the nearest quarter hour.

## **VI. RESPONSIBILITY**

Questions about the implementation of this policy should be directed to the Director of Human Resources at 353-4688.

## **VII. HISTORY OF POLICY**

Initiated May 20, 2004

Reviewed February 2012 by Jennifer Hermann, Director of Human Resources

Approved February 2012 by David Odat, Associate Vice Chancellor of Human Resources and Policy Steering Committee

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**PROOF OF SERVICE FORM**

**PART 1:** Delivery by U.S. Mail: Proof of Service by Mail.

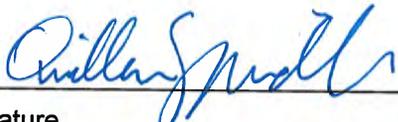
I, Quillan Spindler declare that I am over the age of eighteen years and not a party to the action. My address is **300 Lakeside Drive, 10<sup>th</sup> Floor, Oakland, CA 94612-3550**. On September 24, 2013, I served the attached:

**Re: University's Implemented Terms (Service Unit)**

by placing a true copy enclosed in a sealed envelope with postage fully prepaid in the United States mail, addressed as follows:

Seth Newton Patel  
2201 Broadway Avenue, Suite 315  
Oakland, CA 94612

**PART 2:** I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on September 24, 2013, at Oakland, California.

  
\_\_\_\_\_  
Signature

Quillan Spindler  
\_\_\_\_\_

Type or Print Name

## PROOF OF SERVICE FORM

**PART 1:** Delivery by U.S. Mail: Proof of Service by Mail.

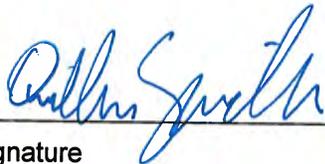
I, Quillan Spindler declare that I am over the age of eighteen years and not a party to the action. My address is **300 Lakeside Drive, 10<sup>th</sup> Floor, Oakland, CA 94612-3550**. On September 24, 2013, I served the attached:

**Re: University's Implemented Terms (Service Unit)**

by placing a true copy enclosed in a sealed envelope with postage fully prepaid in the United States mail, addressed as follows:

Liz Perlman  
2201 Broadway Avenue, Suite 315  
Oakland, CA 94612

**PART 2:** I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on September 24, 2013, at Oakland, California.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Quillan Spindler

Type or Print Name