

**UNIVERSITY OF CALIFORNIA –
BERKELEY**

AND

TEAMSTERS DISTRICT COUNCIL #2

LIBRARY BINDERY UNIT

Formally, Printing Trades

June 14, 2018 - September 30, 2022

**Article 1
PREAMBLE AND RECOGNITION**

- A. This Agreement is entered by and between The Regents of the University of California, corporation, hereinafter referred to as the "University", and Teamsters District Council 2 Local 388M, hereinafter referred to as the "Union."

B. DESCRIPTION OF UNIT

The University recognizes the Union as the exclusive representative for matters within the scope of representation for all employees classified as:

8842 Principal Bookbinder
8843 Senior Library Bookbinder
8844 Library Bookbinder
8845 Assistant Library Bookbinder

at the University of California in the bargaining unit covered by this Agreement, excluding employees who are managerial, supervisory, and confidential.

- C. Any new library bindery classification shall be subject to meeting and conferring to determine bargaining unit status. If the parties are unable to agree upon inclusion or exclusion, either party may pursue PERB procedures.
- D. The titles listed above represent titles currently used by the Department. For a full list of bargaining unit titles as certified by PERB, see Addendum B.

**Article 2
DURATION**

- A. This Agreement shall become effective June 14, 2018 and shall remain in full force and effect until September 30, 2022.
- B. This Agreement shall renew itself from year to year unless either party shall give written notice by registered mail at least sixty (60) calendar days prior to October 1, 2022, of its desire to terminate or modify this Agreement
- C. During the period of negotiations, this Agreement, including those articles under discussion, shall remain in full force and effect

**Article 3
DEFINITIONS**

- A. "Break in service" shall mean any separation from University employment and pay status except when an employee returns from an approved leave without pay; c) an employee is recalled from layoff during his/her period of recall eligibility; or d) an employee is preferentially rehired during his/her period of recall eligibility.

- B. "Class" is the term that refers to a job title as designated by a four-digit title code.
- C. "Earning plateau" is the term describing the maximum salary rate in a class beyond which movement is the result of a promotion or reclassification. Except for the Apprentice classes, each class listed in Article 1.B represents an "earning plateau."
- D. "Employee" as used in this Agreement shall refer only to employees within the bargaining unit set forth in Article 1, Preamble and Recognition.
- E. "Layoff" shall mean a reduction in time or a full layoff from work.
- F. "Location" shall mean the University of California Library Bindery, Richmond
 If the University assigns employees covered by this Agreement to a location other than the location noted above, such employees shall continue to be covered by this Agreement.
- G. "Pay status" shall mean any period of time for which an employee receives pay for time worked or for time on paid leave, except terminal vacation or time on extended military leave.
- H. "Probationary employee" shall mean an employee who is appointed to a career position who has not completed the probationary period as defined in Article 6 of this Agreement.
- I. "Promotion" shall mean the upward movement of an employee from one position in a class to a vacant position in a class with a higher wage rate maximum.
- J. "Qualifying service" means a month of service in the bargaining unit on pay status at one-half (½) time or more, except that unpaid time on military leave from the University shall be considered qualifying service. Qualifying service begins at the start of the employee's probationary period for career employment.
- K. "Reduction in time" shall mean any involuntary decrease in the number of hours in an employee's regular, daily or weekly schedule of work.
- L. "Career employee" shall mean an employee who is appointed to a career position, and who has completed his/her probationary period. For the purposes of this Agreement, a full time career employee is one who is regularly scheduled to work forty (40) hours a week.
- M. "Career position" shall mean one which is established at a fixed or variable percentage of time of at least fifty percent (50%) or more and is expected to continue for one (1) year or longer. In addition, a career position is a position originally designated as a casual position but is held by the same incumbent for twelve (12) consecutive months at 50% time or more of full time. Such "career" designation shall be effective the first of the month following the 12 consecutive months.
- N. "Series" means a specific grouping of classes related by skill, knowledge and abilities. There is one series in this Agreement.
- O. "Transfer" shall mean the movement of an employee to a vacant position with the same wage rate.

**Article 4
NEW EQUIPMENT**

As soon as practicable prior to its occurrence, the University shall give notice to the Union of any new processes or equipment which would serve as a duplication of, or replacement or substitute for, any equipment or processes which are used by employees covered by this Agreement. If applicable, the University shall include in the notice a plan describing the steps that will be taken to train employees to staff the new processes or equipment.

**Article 5
NONDISCRIMINATION IN EMPLOYMENT**

A. GENERAL PROVISIONS

1. The provisions of this Agreement shall be applied to all members of the unit within the limits imposed by law or University regulations without regard to race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), status as a covered veteran (special disabled veteran, Vietnam era veteran, or any veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized), age, citizenship, or union activity or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1997 (USERRA)), which includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.
2. Allegations of discrimination are not subject to the Grievance/Arbitration Procedures of this Agreement unless the allegation is based on an alleged violation of an otherwise grievable/arbitrable article. However, the Union may bring to the attention of the University those employment activities it deems to be in conflict with the terms of this Article

B. SEXUAL HARASSMENT

1. Sexual Harassment includes Sexual Violence as defined in the University of California Policy on Sexual Harassment and Sexual Violence (SHSV) effective 1/1/2016. Nothing in this Article is intended to conflict with University Policy on Sexual Harassment/Sexual Violence.
2. Nothing in this Article is intended to alter Article 5 – Corrective Action, Discipline, and Dismissal.

**Article 6
PROBATIONARY PERIOD**

A. TERMS

Employees appointed to career positions shall serve a probationary period of six months at fifty percent (50%) time or more without a break in service. Periods of absence from work, whether on pay status or not, shall not be counted towards completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period.

B. ATTAINMENT OF CAREER STATUS

Upon satisfactory completion of the probationary period, an employee shall attain career status and shall be considered a career employee. Employees shall be so informed in writing.

C. RELEASE

Probationary employees may be released without cause at the sole discretion of the University. Disputes arising from this Section shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

**Article 7
POSITIONS/APPOINTMENTS**

A CAREER APPOINTMENTS

1. Career appointments are established for a fixed or variable percentage of time at 50% or more of full-time and are expected to continue for one year or longer.
2. A career appointment may also be established by conversion from a limited appointment pursuant to Section B. 4., and B. 5., of this Article.

B. LIMITED APPOINTMENTS

1. 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 one thousand (1,000) hours in a rolling twelve-month (12) period.
2. Employees in limited appointments are at will, except that the University will not terminate limited appointment employees for the sole purpose of denying them career status.
3. The termination of a limited appointment because the position lacks funding, or for other work-related reasons, does not constitute a termination designed to deny a limited appointment career status.
4. Except as provided in Section B.5. below, if a limited appointment employee attains one thousand (1,000) hours of qualifying service within a rolling twelve (12) months, without a break in service of at least one hundred twenty (120) consecutive calendar days, the

incumbent's appointment shall convert to a variable career appointment of at least fifty percent (50%) time.

- a. Qualifying service includes all time on pay status in one (1) or more limited appointments at the campus/laboratory/hospital. 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 one thousand (1,000) hours of qualifying service.
 - c. Employees who have been converted to career appointments shall serve a probationary period in accordance with the provisions of Article 6 - Probationary Period.
 - d. Any break in service of one hundred twenty (120) days or longer shall result in a new 12-month period for purposes of calculating the one thousand (1,000) hour requirement.
5. The automatic conversion to career status, as provided in Section B.4., above will not occur when:
- a. An employee who was hired as a replacement for another person who is on an extended leave that exceeds the one thousand (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 eighteen (18) months or less, or the employee was hired specifically to work on a short-term project lasting no more than one (1) year.
6. Disputes:
- a. Except as provided in Sections 6.a.1) and 6.a.2), and 6.b., below, employees in limited appointments may have their appointment terminated or have their time reduced at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement. Disputes by Limited Appointees are not subject to the grievance and arbitration procedures of this Agreement, except:
 - 1) When a limited employee has been released after working greater than one thousand (1,000) hours, or
 - 2) When a limited employee has been released for the sole purpose of denying her/him career employment.
 - b. Teamsters District Council #2 shall bear the burden of proof when raising any allegation that a limited employee's termination is grievable/arbitrable.

Article 8
PROMOTION AND TRANSFER

A. POSTING

When the University intends to fill a vacant career position in the bargaining unit it will post a copy of the vacancy listing for at least five (5) work days, and will additionally send the Union a copy of the vacancy listing. The vacancy listing shall at a minimum list the qualifications, class, and location of the vacant position, and the location and deadline for application.

B. APPLICATION

An individual may submit an application by the deadline date to the office/location stated in the vacancy listing.

C. SELECTION

1. The University shall have sole responsibility for the selection of an individual or individuals to fill a vacant position. If qualified applicants, as determined by the University, are not available, the University shall consider for promotion or transfer to the vacant position employee applicants from the same location and from the same or lower class. The University shall consider the seniority of such employee applicants, but shall retain sole authority to select the employee(s) who it determines possess(es) the qualifications to perform the duties of the position most effectively
2. Employees who have been promoted or transferred to a vacant position shall be promoted and/or transferred to a salary rate determined by the University and consistent with the terms and conditions of this Agreement. If the University determines that the employee cannot successfully perform the job, it may opt to return the employee to her/his former class and/or position within a six (6) month period after the employee is appointed to the vacant position. The University's action to return the employee to her/his former position and/or class, when based on its determination that the employee cannot successfully perform the new job, is not subject to the Grievance and Arbitration Procedures of this Agreement. If the employee determines that s/he cannot successfully perform the job s/he may opt to return to her/his former class and/or position within a two (2) month period after appointment to the new position.
3. Should senior employees, upon applying for vacant positions not be selected, they may, upon request, have a meeting with departmental management to discuss the reasons for the University decision or pursue the Complaint Resolution Procedure in Article 22. If, following such meeting or the completion of the Complaint Resolution Procedure, an employee requests such reasons in writing, they will be provided.

**Article 9
LEAVES OF ABSENCE**

A. GENERAL PROVISIONS

Subject to the provisions of this Article, leave of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the University. Nothing shall preclude the University, on a campus-by-campus basis, from establishing, implementing, or continuing a Catastrophic Illness or Injury Leave policy covering the Library Bindery employees. The parties agree to abide by applicable state and federal law.

1. Definitions

- a. Non-medical leaves of absence, with or without pay, include: Family and Medical Leave (FML) taken for certain purposes (to care for a family member with a serious health condition, Parental Leave, Military Caregiver Leave, and Qualifying Exigency Leave) as well as leave for jury duty, voting, blood donations, administrative or legal proceedings, emergencies, and University functions.
- b. Medical Leaves with or without pay, include: FML: taken because of the employee's own serious health condition, Pregnancy Disability Leave (whether or not it qualifies as FML) and Disability Leave.
- c. FMLA is the federal Family and Medical Leave Act of 1993.
- d. CFRA is the California Family Rights Act of 1995.
- e. PDLL is the California Pregnancy Disability Leave Law, which is part of the California Fair Employment & Housing Act.

2. Use of Family and Medical Leave (FML) Entitlement

- a. If an employee eligible for FML takes a leave for an FML-qualifying reason (as defined in Section B. below), the absence from work shall be deducted from the employee's FML entitlement.
- b. If an employee is ineligible for FML or has exhausted her/his leave year entitlement for FML and requests leave for a serious health condition that would qualify as a disability, an approved disability leave of absence may be provided for the period(s) an eligible employee is absent from work for verifiable medical reasons as provided in Section C. and Section D. of this article.

3. Benefit Eligibility While On Leave Without Pay

- a. Special Benefit Eligibility For FML Leaves - A benefits-eligible employee shall have University-provided health benefits continued for the period of the FML in accordance with Section B.1.g., of this Article.
- b. An approved leave without pay shall not be considered a break in service.

- c. The provisions of Article 19 - Sick Leave, Article 17 - Vacation, and Article 20 - University Benefits, shall apply when employees are on an approved leave without pay.
- d. A benefits-eligible employee on an approved leave without pay may elect to continue University-sponsored insurance coverages (as determined by plan documents or regulations) for the period of the leave by remitting the entire premium amount due for the period of the approved leave, in accordance with the provisions of the applicable plan(s). Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

4. Requests For Leave

Except as provided under Section B.1.c. (Notification), Section E., (Military Caregiver Leave), Section F., (Qualifying Exigency Leave), and Section G., (Military Spouse/Domestic Partner Leave), requests for leaves of absence and extensions, with or 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. All requests for leaves of absence shall contain the requested beginning and end date of the leave, and any additional information as required.

The Union will be notified of any leave of absence without pay of more than five (5) work days which has been requested by an employee and granted to the employee.

5. Duration

- a. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. For leaves other than FML, written confirmation shall be provided when the University determines such confirmation is appropriate. For leaves that are FML, see Section B.1.c.2. below.
- b. Except as provided for under Pregnancy Disability Leave, (Section C.2.b.2.) and Personal Leave of Absence Without Pay (Section H.2), the aggregate maximum of leaves taken in any combination shall not exceed six (6) months in any one (1) year period, except as may otherwise be required by law.
- c. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation.

6. Return To Work

- a. Except as provided in Section B, (Family and Medical Leave), Section C., (Pregnancy Disability Leave), and Article 35 - Military Leave, an employee who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position in the same department upon expiration of the leave, in accordance with the Provisions of this Article. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been working on pay status when the position was abolished or affected by layoff. For reinstatement

after FML leave other than Pregnancy Disability Leave, see Section B.1.h. For reinstatement after Pregnancy Disability Leave, see Section C.5.

- b. Failure to provide a medical release to return to work, as required in Section B.1.e., Section C.4.e., and Section D.4., may result in the delay of reinstatement until the employee submits the required medical release certification.
- c. An employee who has exhausted her/his 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. The employee shall be advised in writing of her/his reinstatement rights, at the time the additional leave is granted.
- d. An employee who fails to return to work from a leave of absence on the approved anticipated date of return shall be considered to have abandoned her/his job, in accordance with Article 32 - Resignation/Job Abandonment.

B. FAMILY AND MEDICAL LEAVE (FML)

An employee who is eligible for Family and Medical Leave (FML) and has not exhausted her or his 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:

- Due to the employee's own serious health condition (Section B.2.)
- To care for a family member with a serious health condition (Section B.3.)
- As Pregnancy Disability Leave (Section B.4.)
- As Parental Leave (Section B.5.)
- As Military Caregiver Leave (Section E.)
- As Qualifying Exigency Leave (Section F.)

FML is unpaid leave, except as otherwise provided in Section B.1.f. below.

1. General Provisions for FML

a. Definitions

- 1) 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
- 2) 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.
- 3) A SERIOUS HEALTH CONDITION is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment including, but not limited to, treatment for substance abuse.
 - 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 her or him to the facility with the expectation that s/he 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.

- 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.
 - c) "Continuing treatment" means ongoing medical treatment or supervision by a health care provider, as defined below.
- 4) A HEALTH CARE PROVIDER is an individual who is licensed in California or is duly licensed in another State or jurisdiction, to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, or who is duly licensed as a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within scope of her/his duties as defined under State law, or a Christian Science practitioner or any health care provider that the employee's health plan carrier recognizes for purposes of payment.
- 5) "1,250 HOURS OF ACTUAL SERVICE" means time actually spent at work and does not include any paid time off including but not limited to an employee's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status.

b. Eligibility Criteria and Duration

- 1) Employees who have at least twelve (12) cumulative months of University service and have worked at least 1,250 hours of actual service (as defined in Section B.1.a.5.) during the twelve (12) month period immediately preceding the commencement of the leave are eligible for and shall be granted FML. For the purposes of this Article and Section B. only, all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement.
- 2) FML is unpaid leave, except as otherwise provided in Section B.1.f., of this Article.
 - a) All time off used for FML purposes, including Work Incurred Injury and Illness leave, shall be deducted from the employee's twelve (12) maximum FML entitlement.
 - b) Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).
- 3) FML shall not exceed twelve (12) workweeks in a calendar year unless it is used for Pregnancy, Disability Leave or Military Caregiver Leave. In the event University policy and/or State or Federal law result in a different date of commencement for this twelve-month period, the commencement period for employees in this bargaining unit shall conform to the commencement date

generally applicable to other University employees. If the employee is taking FML as Pregnancy Disability Leave, the employee shall be eligible for FML for the period of actual disability up to four (4) months per pregnancy. If the employee is taking FML for Military Caregiver Leave, the employee shall be eligible for up to twenty-six (26) workweeks in a single 12-month leave period, as defined in Section E.2.h., below.

- a) For the purposes of FML only, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time career and floater employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule.
- b) **HOURLY CONVERSION FOR PART-TIME OR ALTERNATIVELY SCHEDULED EMPLOYEES.** For employees who work part-time or a schedule other than an 8/40, the number of FML hours to which the employee is eligible shall be adjusted in accordance with her/his normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on her/his hours worked over the previous twelve (12) months preceding the leave.
- 4) **EMPLOYEE REQUESTS FOR REDUCED WORK SCHEDULES.** When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for a reduced work schedule or intermittent leave including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule towards the employee's FML entitlement.
- 5) **ALTERNATE ASSIGNMENTS TO ACCOMMODATE INTERMITTENT LEAVE OR REDUCED WORK SCHEDULE.** When the employee requests an intermittent leave or a reduced work schedule because the employee is undergoing planned medical treatment for her/his serious health condition or because the employee's family member is undergoing planned medical-treatment for a serious health condition, the University may, at its sole non-grievable discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring period of leave. Such transfer shall not act to discourage the employee from taking leave or otherwise work a hardship on the employee. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.
- 6) If the employee has exhausted her/his entitlement to FML, s/he apply for additional leave pursuant to this Article.

c. Notification

- 1) If the employee learns of the event giving rise to the need for leave more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the employee shall give the University at least thirty (30) calendar days' notice of the need for leave. An employee who fails to give thirty (30) days' notice for a foreseeable leave with no reasonable basis for the delay, may have the FML delayed until thirty (30) days after the date on which the employee provides notice.

- a) If the need for leave is foreseeable due to a planned medical treatment of the employee (due to the employee's serious health condition or pregnancy disability) or the planned supervision of a family member's medical treatment of the employee's family member with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations.
 - b) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.
- 2) The University shall determine whether the employee meets the eligibility requirements and qualifies for an FML and shall, within five (5) days of that determination, notify the employee whether the leave is designated or provisionally designated as FML. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted.
 - 3) Extensions to an FML may be granted, up to the aggregate maximum of twelve (12) workweeks in a calendar year (or twenty-six (26) workweeks in a single 12-month period if FML is being taken as Military Caregiver Leave or four (4) months per pregnancy if FML is taken as Pregnancy Disability Leave). If an employee's need for leave continues after her or his FML entitlement has been exhausted, the employee may be eligible for Disability Leave in accordance with Section D. of this Article (if FML was taken due to the employee's own serious health condition or as Pregnancy Disability Leave) or may request a Personal Leave in accordance with Section H., of this Article.

d. Certification and Other Supporting Documentation

- 1) **CERTIFICATION WHEN FML IS TAKEN FOR THE EMPLOYEE'S OWN SERIOUS HEALTH CONDITION.** When FML is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the employee's health care provider. When the University requires certification, the University shall inform the employee of this requirement 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 which it is provided, include:
 - a) Certification that the employee has a serious health condition as defined in Section B.1.a., above; and
 - b) A statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position; and
 - c) The date on which the employee's serious health condition began, if known, the probable duration of the condition and the employee's probable date of return; and
 - d) Whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of 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.
- 2) **CERTIFICATION WHEN FML IS TAKEN TO CARE FOR THE EMPLOYEE'S FAMILY MEMBER WITH A SERIOUS HEALTH CONDITION.** When FML is requested so that the employee may care for a family member with a serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When the University requires certification, the University shall inform 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 which it is provided, include:
- a) Certification that the employee's family member has a serious health condition as defined in Section B.1.a., above ,and
 - b) A statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during a period of the treatment or incapacity, and
 - c) 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 care; and the probable duration that need for leave.
 - d) In addition, the employee will be required to certify either on the same form or separately the care s/he will provide the family member and the estimated duration of the period of care.
- 3) **CERTIFICATION WHEN FML IS TAKEN AS PREGNANCY DISABILITY LEAVE.** When FML is taken as Pregnancy Disability Leave, the employee may be required to provide a certification in accordance with Section C.4., below.
- 4) **CERTIFICATION WHEN FML IS TAKEN FOR MILITARY CAREGIVER LEAVE.** When Military Caregiver Leave is requested, the employee may be required to provide a certification completed by an authorized health care provider of the covered servicemember, 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 B.1.a.4. above) who is treating the covered servicemember. The certification shall provide information sufficient to establish entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that she or he has a covered relationship with the employee, as well as an estimate of the leave needed to provide the care. When the covered servicemember the Armed Forces, and that separation was other than dishonorable.
- 5) **CERTIFICATION WHEN FML IS TAKEN FOR QUALIFYING EXIGENCY LEAVE.** When Qualifying Exigency Leave is requested, an employee 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 Qualifying Exigency Leave, (2) the beginning and end dates of the qualifying exigency, and (3) other relevant information.

- 6) **CONFIRMATION OF FAMILY RELATIONSHIP.** The University may, at its sole discretion, require that an employee complete a Declaration of Relationship form to certify her/his 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 her/his 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 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 as requested, FML leave will be denied.
- 7) **QUESTIONED MEDICAL CERTIFICATIONS.** Should the University have a good faith, objective reason to doubt the validity of the employee's certification for her/his own serious health condition the University may, at its sole discretion, require the employee to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the employee's own health care provider, the University may, at its sole discretion, require a third medical opinion from a third health care provider, jointly agreed to by the employee and the University. The University shall bear the cost of the second and third opinions, and the third opinion shall be final. If a second or third opinion is sought, the University shall provide the employee with a copy of the opinion at no cost to the employee, upon request.
- 8) **ADDITIONAL CERTIFICATION AND/OR RECERTIFICATION.** If additional leave is requested or should the circumstances of the leave change, the University may, at its sole discretion, require the employee to obtain recertification. Such requests for subsequent certification and/or recertification may be either verbal or in writing.
 - a) If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's written request, where practicable.
 - b) Failure to provide certification and/or recertification for a foreseeable leave within the requested time may result in delay of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the employee fails to provide certification, the leave is not FML and will be denied.
- 9) **FAILURE TO PROVIDE COMPLETE CERTIFICATION AND/OR RECERTIFICATION.** If the employee fails to provide a completed certification and/or recertification, the employee shall be given at least fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete certification and/or recertification, the leave is not FML and will be denied.

e. Return From FML Taken For Employee's Own Serious Health Condition

- 1) The employee shall provide her/his employing department reasonable notice of her/his anticipated return to work.
- 2) An employee who has been granted an FML for her/his own serious health condition, must provide a written medical release to return to work prior to returning to work.
- 3) The employee who has been medically released to perform the essential assigned functions of her/his job, shall be returned in accordance with the provisions of Section B.1.h.
- 4) Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release certification.

f. Use Of Accrued Paid Leave

- 1) FML is unpaid, except for the use of sick leave and/or the use of accrued vacation, as provided in this Article:
- 2) An employee on FML leave for her/his own serious health condition:
 - a) Shall use accrued sick leave in accordance with the University's disability plan requirements; or
 - b) If not eligible for University disability benefits and not on leave as a result of a work-incurred injury or illness, shall use all accrued sick leave prior to taking leave without pay; or
 - c) If on leave due to a work-incurred injury or illness, may use accrued sick leave as provided in Article 36 - Work Incurred Injury or Illness.
- 3) An employee on FML for her/his own serious health condition shall use accrued vacation time prior to taking leave without pay, if all accrued sick leave has been exhausted.
- 4) An employee on FML for Family Illness to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use sick leave in accordance with Article 19 - Sick Leave and shall use accrued vacation time prior to taking leave without pay.
- 5) An employee on FML for Pregnancy Disability Leave shall use all accrued sick leave before taking leave without pay and shall have the option to use accrued vacation time instead of taking leave without pay.
- 6) An employee taking FML as Parental Leave shall use accrued vacation time prior to taking leave without pay.
- 7) An employee taking FML as Qualifying Exigency Leave shall use accrued vacation time prior to taking leave without pay.

g. Continuation of Health Benefits

An eligible employee who is on an approved FML Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as follows:

- 1) When the employee is on FML that runs concurrently under the FMLA and CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2) 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 E.2.h below.
- 3) When the employee is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Disability Leave Law, 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. 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.
- 5) 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.

h. Return To Work

When an employee has been granted an approved FML Leave for any purpose other than Pregnancy Disability Leave and returns within twelve (12) workweeks of the initiation of the leave (or within twenty-six (26) workweeks if the FML was taken for Military Caregiver Leave), s/he shall be reinstated to the same or an equivalent position upon expiration of the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section C.5. 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 that would have been afforded had the employee been working when the position was abolished or affected by layoff. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation. An employee who has been granted FML for her/his own serious health condition, may be required by the University to provide a written medical release to return to work prior to her/his return to work, as set forth in Section B.1.e.

2. FML for Employee's Serious Health Condition

FML for the employee's own serious health condition is leave taken when the employees' own "serious health condition," as defined in Section B.1.a.4., 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 Employee's 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 B.1.a.4., above.

4. FML as Pregnancy Disability Leave

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

5. FML as Parental Leave

- a FML as Parental Leave is leave taken 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. Such leave must be initiated and concluded within one (1) year of the birth or placement of the child. The University shall grant a Parental Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for FMLA/CFRA at the beginning of her Pregnancy Disability leave shall be granted the unused portion of CFRA/FMLA leave for Parental Leave purposes, up to a maximum of twelve (12) workweeks. The amount available for use is determined by the amount that which the employee has previously used under CFRA/FMLA in the calendar year.
- b REQUESTS FOR PARENTAL LEAVE. The employee shall request Parental Leave sufficiently in advance 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 Pregnancy Disability Leave under the FMLA, shall be set at the time such Pregnancy Disability Family Care/Medical Leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of placement.
- c. DURATION. Parental Leave, alone, shall not exceed twelve (12) workweeks within a calendar year as set forth defined in Sections B.1.b., and B.7, above. However, when Parental Leave is combined with a Pregnancy Disability Leave under the FMLA the total FML Leave shall not exceed seven (7) months in a calendar year.
 - 1) An employee on Parental Leave shall use accrued vacation time prior to taking leave without pay.

- 2) The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during a calendar year.
- 3) The University, at its sole discretion, may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

C. PREGNANCY DISABILITY LEAVE

1. Eligibility.

For an employee disabled because of pregnancy, childbirth, or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service.

2. Duration

a. During the period when an employee is disabled because of pregnancy, childbirth, or related medical condition an employee is entitled to and the University shall grant up to four (4) months of Pregnancy Disability Leave for such purposes. Pregnancy Disability Leave may also be used for prenatal care.

b. If the employee is eligible for FML pursuant to Section B., above, such leave shall be deducted from an employee's entitlement under the federal FMLA as well as her entitlement under the PDLL.

1) If the employee continues to be disabled by pregnancy, childbirth, or related medical condition beyond four (4) months, a medical disability leave of absence may be granted in accordance with Section D., below, for a total medical absence not to exceed six (6) months, or as may otherwise be required by law.

2) Additionally, the employee may be eligible for Parental Leave, pursuant to Section B.5., above, to care for her newborn child. The total FML and Parental Leave, shall not exceed seven (7) months in the calendar year.

c. PREGNANCY DISABILITY LEAVE MAY CONSIST OF leave with or without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the employee may elect to use accrued vacation time before taking leave without pay.

3. Transfer and Other Reasonable Accommodations as Alternatives to Or In Addition To Pregnancy Disability Leave

a. **TRANSFER AT THE REQUEST OF THE EMPLOYEE** - 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 taking leave 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 C.5., below.

- b. **TRANSFER TO REASONABLY ACCOMMODATE EMPLOYEE'S NEED FOR INTERMITTENT OR REDUCED WORK SCHEDULE** - When the employee's health care provider states that it is medically advisable for the employee to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of 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 their regular position. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of four (4) months in any twelve (12) month period. 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 C.5., below.
- c. **OTHER REASONABLE ACCOMMODATIONS** - 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 with the employee to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

4. Certification

- a. When an employee requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, University may, in its sole discretion, require that the employee's request be supported by a medical certification issued by the employee's health care provider.
- b. When a medical certification is requested in connection with the employee's request for reasonable accommodation or transfer, it shall contain 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.
- c. When a medical certification is required in connection with an employee's request for leave, it shall contain: (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.
- d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave until the required certification is provided.
- e. The University may, at its sole discretion, require that an employee returning to work immediately following Pregnancy Disability Leave provide a written medical release prior to returning to work.

5. Return to Work After Pregnancy Disability Leave

- a. The date of reinstatement from the Pregnancy Disability Leave is typically determined by agreement between the University and the employee when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made and the employee is returning directly from Pregnancy Disability Leave, the University shall reinstate the employee within two (2) business days or, when two (2) business days is not feasible, as soon as possible after the employee notifies the University of her readiness to return.
- b. If the employee is returning to work directly following the end of the Pregnancy Disability Leave, she shall not be reinstated from her Pregnancy Disability Leave until a medical release certification is provided to the University within the time limits specified by the Department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.
- c. An employee who has been granted a temporary transfer and/or Pregnancy Disability Leave shall be reinstated to the same position, provided that the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the same job has been abolished or affected by layoff, the employee shall be reinstated to a comparable position if the employee would have been entitled to the comparable position if she had been continuously working. If a comparable position is not available on the employee's scheduled date of reinstatement 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 reinstatement shall not be counted for purposes of any employee pay or benefits.

6. Continuation Of Benefits

An employee on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as set forth in Section B.1. g., above, whether or not the Pregnancy Disability Leave also qualifies as FML under the FMLA. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

D. DISABILITY LEAVES OTHER THAN PREGNANCY DISABILITY LEAVE

1. A disability leave of absence is the period(s) for which an eligible career employee is granted leave from work for medical reasons in accordance with Section D.2., below. This leave includes the combined use of accrued sick leave and the disability leave of absence without pay in accordance with the provisions of this Article and Article 19 - Sick Leave. Disability leaves of absence with or without pay are provided for leaves due to non-work related illnesses or injuries.
2. Eligibility
 - a. An employee may be eligible for a disability leave of absence with or without pay when s/he has exhausted her/his twelve (12) workweek FML entitlement in calendar

year, or s/he is not otherwise eligible for FML Leave, or the employee has exhausted her four (4) month entitlement under the Pregnancy Disability Leave Laws, and s/he:

- b. Is medically incapable of performing the essential assigned functions of her/his job due to a non-work related illness or injury; and
- c. Has furnished evidence of disability satisfactory to the University.

3. Duration

- a. When the use of accrued sick leave and a disability leave of absence without pay are combined, the University may grant a disability leave for a total period of verified disability not to exceed six (6) months, or as may otherwise be required by law.
- b. An employee granted a disability leave who is also applying for University disability benefits for non-work related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking leave without pay.
- c. In the event that the employee's accrued sick leave is greater than six (6) months, a disability leave of absence without pay in addition to the use of all accrued sick leave, shall not be granted, except as may otherwise be required by law.
- d. If an employee has been provided disability leave of six (6) months or more and further leave would cause an undue hardship, an employee will be medically separated in accordance with Article 14 - Medical Separation of this Agreement.
- e. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated on the basis of medical condition in accordance with Article 14 - Medical Separation of this Agreement.

4. Return To Work

The employee shall not be reinstated from a medically-related leave of absence until a medical release certification is provided to the University within the time limits specified by the department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

E. MILITARY CAREGIVER LEAVE

Military Caregiver Leave is an additional type of FML available to eligible employees. An employee may take Military Caregiver Leave to care for a family member who is a "covered servicemember" 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 E.2., below.

- 1. Eligibility Criteria and Duration - An eligible employee is entitled to up to twenty- six (26) workweeks of Military Caregiver Leave during a single twelve (12)-month leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the

eligibility requirements for FML set forth in Section B.1.b., above.

2. Definitions Specific to Military Caregiver Leave

a. "Covered servicemember" means

- 1) a current member of the regular Armed Forces (including a member of the National Guard or Reserves who, because of a serious injury or illness, is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list, or
- 2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness."

b. "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.

c. "Outpatient status" means the status of a servicemember assigned to (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

d. "Serious injury or illness" means

- 1) For a current member of the Armed Forces (including a member of 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;
- 2) For a covered veteran: an injury or illness that was incurred 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.

e. "Parent of a covered servicemember" means a covered servicemember's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered servicemember. The term does not include parents "in-law."

f. "Son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

- g. "Next of kin" means (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 or her nearest blood relative for purposes of Military Caregiver Leave.
- h. "Single 12-month leave period" means the period beginning on the first day the employee takes leave to care for the covered servicemember and ends twelve (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 at the University.)

3. Leave Entitlement

- a. Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take more than one period of twenty-six (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 twenty-six (26) workweeks of leave may be taken within any "single 12-month period."
- b. If an eligible employee does not use all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single 12-month leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited.
- c. 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 leave 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 career position.

4. Documentation and Certification -- See Section B.1.d.4., above.

5. Use of Accrued Paid Leave -- See Section B.1.f.4., above.

6. Advance Notice -- See Section B.1.c.1., above.

7. Reinstatement -- See Section B.1.h., above.

8. Continuation of Health Benefits -- See Section B.1.g.2., above.

F. QUALIFYING EXIGENCY LEAVE

Qualifying Exigency Leave is an additional type of FML available to eligible employees. If the employee is the spouse, domestic partner, son, daughter or parent of a "military member," the employee may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the military member is on "covered activity duty or call to covered active duty status" (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

1. Eligibility

An employee who is the spouse, domestic partner, son, daughter, or parent of a military member is eligible for Qualifying Exigency Leave if the employee meets the eligibility requirements for FML set forth in Section B.1.b.

2. Definitions Specific to Qualifying Exigency Leave

- a. "Covered active duty or call to covered active duty status" means (1) in the case of a member of the regular Armed Forces, duty during the deployment to a foreign country or (2) 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.
- b. "Qualifying exigency" is defined as any one of the following, provided that the activity relates to the severed military member's active duty or call to covered active duty status:
 - 1) Short notice deployment to address issues that arise due to a military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment.
 - 2) Military events and activities, including official ceremonies.
 - 3) Childcare and school activities for a child of a covered military member who is either under age 18 or incapable of self-care.
 - 4) Financial and legal arrangements to address the covered 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 ninety (90) days after the termination of the covered military member's covered active duty status.
 - 5) 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 eighteen (18) or incapable of self-care.
 - 6) Rest and recuperation (up to fifteen (15) days of leave for each instance) to spend time with a covered military member who is on short-term, temporary rest and recuperation leave during deployment.
 - 7) Post-deployment activities to attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty and to address issues that arise from the death of a military member while on covered active duty status.
 - 8) Parental care for the parent of the military member when the parent is incapable of self-care.
 - 9) 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.

3. Leave Entitlement

Eligible employees are entitled to up to twelve (12) workweeks of Qualifying Exigency Leave during a calendar year.

As with other FML Leaves, Qualifying Exigency Leave also may be taken on an intermittent or reduced schedule basis.

4. Documentation and Certification - See Section B.1. d.5.

5. Use of Accrued Paid Leave - See Section B.1.f.7.

6. Notice - See Section B.1.c.1.

7. Reinstatement - See Section B.1.h.

8. Continuation of Health Benefits - See Section B.1.g.3.

G. 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. Eligibility

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

- a) Be a spouse or domestic partner of a "qualified member" (defined below),
- b) Perform services for the University for an average of twenty (20) or more hours per week,
- c) Provide the University with notice, within two (2) 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.

2. Definitions Specific to Military Spouse/Domestic Partner Leave

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

- 1) 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
 - 2) A member of the National Guard who has been deployed during a period of military conflict, or
 - 3) 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:
- 1) A period of war declared by the United States Congress, or
 - 2) A period of deployment for which a member of a reserve component is ordered to active duty, as defined in Military & Veterans Code section 395.10.
3. Substitution of Paid Leave- - This leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.

H. PERSONAL LEAVE OF ABSENCE WITHOUT PAY

1. A career employee may be granted a Personal Leave of Absence without Pay at the sole discretion of the University. Such leave shall not exceed six (6) calendar months. Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for benefits except that the regulations of the retirement systems must be specifically checked to determine the effects of such leave without pay on retirement benefits.
2. The University, at its sole discretion, may approve extension of a personal leave of absence without pay. Total leave time is normally not more than twelve (12) months.

I. LEAVES OF ABSENCE WITH PAY

1. Jury Duty

A full-time employee in a career position on any shift or work schedule who is summoned to required jury duty service shall be granted leave with pay for actual time spent on jury duty service and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek. A part-time employee in a career position who is summoned to required jury duty service shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the employee's regularly scheduled hours of work.

2. Voting

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

3. Blood Donations

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

4. Administrative or Legal Proceedings

- a. When an employee is attending administrative or legal proceedings as directed by the University or is subpoenaed by the University to appear as a witness in an administrative or legal proceeding, leave without loss of straight time pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and workweek.
- b. An employee subpoenaed by the State or a political subdivision thereof when the State or political subdivision is prosecuting a person for an offense which the employee, by virtue of being on University premises during scheduled work hours, witnessed, shall be granted leave without loss of straight time pay for actual time spent in the proceedings and in related travel time not to exceed the employee's normal work day and workweek.
- c. 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 discretion of the University.

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, discretion of the University.

5. University Functions

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

6. Bereavement Leave

1. A leave of absence with pay of up to three (3) days may be granted in the event of a death in the immediate family of an employee. The immediate family shall include an employee's parents, spouse, siblings, children, or any other person residing in the household of the employee.
2. In the event of a personal obligation regarding funeral attendance/bereavement for any other person, an employee shall be permitted to use no more than three (3) day of accrued sick leave per calendar year. The employee shall provide notice to his/her immediate supervisor.

Article 10
LAYOFF, REDUCTION IN TIME, AND RECALL

A. GENERAL PROVISIONS

The University shall, at its sole discretion, determine if and when temporary or indefinite layoffs are necessary. The University has the sole discretion of retaining employees irrespective of seniority who possess special skills, knowledge or abilities which are not possessed to the same degree by other employees.

B. DEFINITIONS

1. A layoff is an involuntary separation from employment or an involuntary transfer to a limited appointment of a career employee. Layoffs shall include involuntary reductions in regularly scheduled hours of work. Layoffs may be temporary or indefinite.
2. A Temporary layoff is a layoff in which the University specifies a date for return to work of not more than 120 days.
3. An indefinite layoff is a layoff for which no date for return to work is specified, or no date of restoration to the former appointment rate

C. PROCEDURE FOR CAREER EMPLOYEES

If, in the judgment of the University, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce, staffing levels will be reduced in accordance with this Article. The selections of classes for layoff shall be at the determination of the University. Subject to the exceptions in Section A, the following procedure shall apply when a regular employee is to be placed on layoff:

1. TEMPORARY LAYOFF

- a. For temporary layoffs expected to last 120 calendar days or less, the University will give 15 calendar days' notice of the expected beginning and ending dates of layoff.
- b. An employee who is notified of layoff and has accrued vacation may elect to be paid for accrued vacation during the period of layoff, following notification of layoff.
- c. The University will establish a sign-up list for all employees to indicate their willingness to participate in a voluntary layoff.
- d. For conversion from a temporary layoff to an indefinite layoff, the University shall give thirty (30) days' notice; if feasible. If less than thirty (30) days' notice is given, the employee will receive fifteen (15) calendar days' pay in lieu of notice.

2. INDEFINITE LAYOFF

- a. With regard to indefinite layoff only, the order of indefinite layoff of employees in the same class shall be by and from each series within each location, and in

inverse order of series seniority. Seniority credit shall be calculated through the effective date of the layoff.

- b. The employee with the least seniority in an affected class shall be laid off first, provided that the employees remaining in the class have the skills, knowledge and ability to competently perform the work available, as determined by the University.
 - c. If the University plans to retain an employee irrespective of seniority, the Union will be provided with advanced notice and the opportunity to provide timely discussion on the proposal. This process shall not delay the University from taking the proposed action on the date included in the notice.
 - d. For indefinite layoff, the University shall give 30 calendar days' notice, if feasible. The University may provide pay in lieu of notice.
 - e. Casual and probationary employees are released and/or reduced in time at the discretion of the University. Whenever practicable, notice shall be given prior to the release or reduction in time.
3. The University shall send copies of layoff notices concurrently to the union.

C. RECALL PROCEDURE

1. Career employees who are indefinitely laid off, have a right to recall to the same or similar active and vacant position from which they were laid off for a period of one year from the effective date of layoff. The employee shall be recalled from layoff in inverse order of layoff provided that the employee has the skills, knowledge and ability to competently perform the work available, as determined by the University.
2. The right to recall terminates if:
 - a. An employee fails to respond affirmatively to the University's notice of recall;
 - b. An employee refuses a recall to work at the same or higher class and at the same or greater percent of time from which the employee was laid off;
 - c. An employee accepts a regular position at the same or higher wage rate maximum within the University, or;
 - d. The employee does not return to work from layoff within five (5) calendar days of the recall date as stated in the recall notice, which has been sent with Proof of Service to the employee at the employee's last known address on file with the department. It is the responsibility of the employee who changes their address to notify the department of the change.
3. The right to recall does not terminate and is not extended if an employee on layoff accepts any limited position within the University. A return to pay status during a period of right to recall is not a break in service.

D. PREFERENTIAL REHIRE PROCEDURE

1. A non-probationary career employee who is indefinitely laid off shall have preferential rehire status for active, vacant career positions:
 - a. in a class with the same or lower salary range maximum as the class from which the employee was laid off; and ,
 - b. is at the same or lesser percentage of time as the position from which the employee was laid off.
2. Employees who are eligible for preferential rehire status shall retain preferential rehire status for one year.
3. In order to be placed in such a position, the employee must be fully qualified to perform the duties of the position as determined by the University.
4. If the University determines the employee cannot perform the duties of the position, the employee can return to layoff and be credited with the same recall time remaining as of the date of hire for the new position.
5. The preferential rehire rights terminate if an employee:
 - a. Refuses an offer to return, at the same or greater percentage of time; or,
 - b. Accepts any career position.

E. SEVERANCE

1. For indefinite layoff, not for reduction in time, the University may offer severance in lieu of recall and preferential rehire rights to all employees in the unit affected by the layoff. 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. The employee's election is irrevocable. If the employee does not elect severance pay within fourteen calendar days of the date of the notice of indefinite layoff, the option for severance pay will be forfeited, and the employee will retain their recall rights
2. The University will offer the following severance plan for employees placed on indefinite layoff:
 - a. Employees with 0-2 years of continuous service in the bargaining unit-No severance
 - b. Employees with 3-5 years of continuous service in the bargaining unit-2 weeks' severance
 - c. Employees with 6-10 years of continuous service in the bargaining unit-4 weeks
 - d. Employees with 11-15 years of continuous service in the bargaining unit-8 weeks' severance

- e. Employees with 16-20 years of continuous service in the bargaining unit-12 weeks' severance
 - f. Employees with more than 20 years of continuous service in the bargaining unit-16 weeks' severance
3. Employees who elect severance will waive all recall rights
 4. If an employee receiving severance is rehired to a position with the University before the expiration of the period covered by the severance, the employee will re-pay the University the remainder.

Article 11 SENIORITY

A. DEFINITIONS

For the purposes of this Article, seniority shall be calculated by full-time equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment is the "junior" employee.

B An employee shall lose her/his status as an employee and her/his seniority if:

1. The employee resigns, quits or abandons the job
2. The employee is discharged or released;
3. The employee retires;
4. The employee does not return to work from layoff within five (5) calendar days of the recall date as stated in the recall notice, which has been sent by certified or registered mail or by telegram addressed to the employee at the employee's last known address on file with the Department. An employee who changes address must notify the Department of the change.

Article 12 RESIGNATION

- A. An employee is expected to give at least fifteen (15) calendar days' notice prior to a resignation.
- B. Failure to report to work as scheduled for five (5) consecutive work days may be treated by the University as an employee's job abandonment (See also Article 11 – Seniority B.3.)
 1. In the case of job abandonment, the University shall provide the employee with written notification of intent to separate her/him. This notification shall include the reasons for the separation and the employee's right to respond to the University within fourteen (14)

calendar days. The notification shall be sent with a proof of service to the employee's last known mailing address.

2. The employee shall have fourteen (14) calendar days from the mailing of such notice to respond to the University prior to separation. The response may, at the option of the employee, be in writing or may be a meeting with a designated University official.

- C. Separation from the University under this Article is not subject to the grievance and/or arbitration procedures of this Agreement.

ARTICLE 13 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, if requested by the employee, their Union representative) and appropriate 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; telecommuting, and leaves of absence. Both the University and the employee are expected to 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, so long as the accommodation implemented is reasonable.

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

reasonable 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 information.

3. Should an employee wish to receive an update as to the status of her/his request, s/he 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 her or his current position, a search for an alternative active and vacant position for which the employee is qualified with or without reasonable accommodation will be conducted without the requirement that the position 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 costs of the University-appointed health care provider.

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 (1) 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 an employee shall maintain benefits to the extent permitted by benefit plan rules.

Article 14 MEDICAL SEPARATION OR LEAVE

A. TERMS

When the University determines that an employee is unable satisfactorily to perform essential assigned functions due to a medical condition, that employee may be medically separated or placed on medical leave.

B. NOTICE

1. Written notice of intent of medical separation or leave 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 Department in writing of any change in such address. Whether delivery is made in person or by mail the notice of intent shall contain a Statement of Delivery of Mailing indicating the date on which the notice of intent was personally delivered or mailed.
2. Such date of delivery or mailing shall be the date of issuance of the notice of intent.
3. The notice shall:
 - a. inform the employee of the action intended, the reason for the action and the effective date of the action; and
 - b. 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. After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken.

C. BREAK IN SERVICE

If a career employee separated under this Article is reemployed within ninety (90) calendar days, a break in service does not occur. If an employee is receiving disability payments from a retirement system to which the University contributes and is reemployed within three hundred and sixty-five (365) calendar days, a break in service does not occur.

Article 15 HOURS OF WORK

A. DEFINITIONS

The standard work week consists of seven (7) consecutive days beginning at 12:01 a.m. Sunday. A normal schedule of work for a full-time employee shall be one (1) shift per day, and five (5) shifts per week beginning Monday. A shift is eight (8) consecutive hours of paid work time, exclusive of one-half ($\frac{1}{2}$) hour of unpaid lunch. This section shall not be construed as and is not a guarantee of any hours of work per day or per week, but is the normal schedule of work.

B. STARTING TIME

1. Full time employees assigned to the day shift shall be assigned to a regular starting time no earlier than 6:00 a.m. Employees assigned to the second shift shall be assigned to a regular starting time no earlier 1:00 p.m. and no later than 4:00 p.m. Employees assigned to the third shift shall be assigned a starting time no earlier than 9:00 p.m. and no later than 12:01 a.m.

2. Starting times shall be the same throughout the week. However, an individual employee's starting time may be changed if the employee is notified no later than the end of his/her shift before any change in starting time, except in the case of emergency when normal staffing conditions cannot be maintained or when such advance notice cannot be given.

C. SHIFTS

Should the University change an employee's regular shift and assign the employee to a different shift, it shall notify him/her prior to the completion of his/her regular shift on Friday (to be effective the following Monday). Employees will not be moved from one shift to another shift for a period of less than five (5) days, unless mutually agreeable.

D. WORK DAY

All employees shall be present at the designated work station and ready for work at their starting time and shall remain at their work site and continue working until the end of the working period unless otherwise instructed or excused by their immediate supervisor.

E. LUNCH PERIODS

Lunch periods shall not normally be scheduled before three and one-half (3½) hours of time worked or after four and one-half (4½) hours of time worked and shall not exceed thirty (30) minutes in duration. Modifications may be made with the mutual consent of the supervisor and the employee.

F. REST PERIODS

Rest periods as normally practiced at each location shall be continued subject to operational requirements. If provided, rest periods shall be scheduled as to time and duration by the University, and shall be paid. If provided, the rest period is intended to be a recess from work. Rest periods may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may they accumulate if not taken.

Article 16 OVERTIME

A. DEFINITION

Overtime means hours worked in excess of the normal shift during the full-time daily or weekly assigned schedule.

B. OVERTIME PAY

1. Daily Overtime: Monday - Friday

Daily overtime is compensated at one and one-half (1½) times the employee's regular rate of pay for time worked in excess of the normal shift as defined by Article 15, A. The shift must be time actually worked.

2. Saturday Overtime:

Saturday overtime is compensated at one and one-half (1½) times the employee's regular rate of pay for time worked in excess of the normal work week as defined in Article 15, A. The work week must be time on pay status.

Double Time shall be paid on Saturday for all hours worked in excess of 8 (eight) hours. One and one-half times (1½) the straight time rate will be paid for all hours worked up to eight (8) hours.

4. Overtime hours do not count toward accumulation of sick leave, vacation, and holiday or retirement system credit.

C. SCHEDULING

1. Employees shall work overtime when scheduled. Provided the employee is qualified to perform the work, overtime will be assigned according to the following priority:
 - a. The employee regularly operating or performing in the situation where the overtime is to be worked;
 - b. by employee preference; and
 - c. by class seniority.
2. The University will take into account employee preference for overtime assignments including special circumstances that would conflict with participation in scheduled overtime. No employee will be required to work during more than two (2) consecutive weekends, unless no other employee who can do the work is available.
3. After the need for overtime is determined, the department shall notify the employee(s) that overtime must be worked. Advance notice of necessary overtime shall be given to employees whenever possible at least two (2) hours before the end of the shift. Employees should be given notice of weekend overtime by 9:00 a.m. the preceding Friday. If such notice is not given, employees will not be required to work the scheduled weekend overtime.

D. DUPLICATION AND PYRAMIDING

There shall be no duplication, pyramiding, or compounding of any premium wage payments. If more than one (1) type of premium is applicable to work performed within a work week, the one applicable premium payment which will result in the highest total compensation shall be used.

**Article 17
VACATION**

A. EARNING

1. Career and probationary employees appointed at fifty percent (50%) or more of full time for a period of six (6) months or more and who are on pay status for at least one-half (½)

or more of the working hours of the month are eligible to earn vacation. Vacation credit shall be earned by an eligible employee during leave with pay. A vacation accrual period is defined as one (1) calendar month for those employees who are paid monthly or semi-monthly, and quadri-weekly (i.e., two (2) consecutive bi-weekly pay periods) for those employees who are paid bi-weekly.

2. Earned vacation for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate vacation credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.

B. VACATION ACCRUALS/CREDIT

- A. An eligible employee shall earn vacation credit each month or quadri-weekly cycle based on the number of hours on pay status for that month or quadri-weekly cycle at the following rates:

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

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

**Full time rate.

C VACATION SCHEDULING

1. A vacation schedule shall be established by the University and posted during the month of March. Career employees shall submit their preference for vacation by the last day of February, but in all cases subject to the approval of the University. Changes after vacation requests have been approved will be by mutual consent of the University and the employee. Conflicts in vacation requests will be resolved in favor of the employee with the earliest date of hire as a career employee in the unit.
2. Employees have the preference of taking their vacation in one (1), two (2), three (3), or four (4) week periods, as limited above, provided that senior employees select first for only one (1) period before less senior employees have an opportunity to select their vacation. Each additional period of vacation shall be considered a separate claim, which may be made only after all other employees have had an opportunity to exercise their priority claim in a like manner. Other requests for vacation may be granted by the University at its convenience.
3. Employees in their second and subsequent year of employment must take, each year, the minimum vacation allowable in accordance with this Article. Extensions to the deadline for use of vacation shall be by the mutual agreement of the employee and the University, when a new deadline for taking the vacation shall be established.

4. Vacation credit shall not be earned for time on pay status in excess of the full-time working hours in a month.
5. Vacation credit shall not be used prior to the time it is accrued, nor shall it be used until the employee has completed his/her probationary period, except that during times of holiday closure career and probationary employees may use up to three (3) days unaccrued vacation upon advance request and departmental approval.
6. An employee who becomes ill or hospitalized while on vacation and provides a written statement from a physician to this effect shall have the period of illness charged against the employee's sick leave accrual (if any) and an adjustment made in vacation accrual.

D. TERMS

Qualifying Service is defined as a month of service in the bargaining unit on pay status at one-half (½) time or more, except that unpaid time on military leave from the University shall be considered qualifying service. Qualifying service, for purposes of this Article only, shall include University service in a career position not in this bargaining unit, provided there is no break in service between that employment and employment in a position in this unit.

E. MAXIMUM ACCRUAL

A full time employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate. A part time employee shall accrue vacation credit to the same maximum number of hours as a full time employee with comparable years of service. Vacation ceases to accrue when the maximum accrual has been reached.

F. PAYMENT OF EARNED VACATION TIME

1. An employee with accrued vacation credit who terminates employment or who is granted extended military leave shall be paid for vacation credit through the employee's last day of work. The last day of work shall be the effective date of termination except that an employee who is retiring may use vacation up to the effective date of retirement.
2. An employee who leaves the University shall be paid for accrued vacation.

Article 18 HOLIDAYS

A. UNIVERSITY HOLIDAYS

The University shall observe the following days as administrative holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Third Monday in February (or announced equivalent)
- Cesar Chavez Day, or as provided in Section D. for bargaining unit employees working in medical centers (at LBNL, subject to DOE approval)
- Last Monday in May
- Fourth of July

- Labor Day
- Veterans Day (at LBNL, subject to DOE approval)
- Thanksgiving Day
- Friday following Thanksgiving Day (or announced equivalent)
- December 24 (or announced equivalent)
- December 25
- December 31 (or announced equivalent)

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

B. ELIGIBILITY

1. An employee is eligible for holiday pay if the employee is on pay status at least fifty percent (50%) of the hours in the month or the two (2) bi-weekly pay periods immediately preceding the bi-weekly pay period in which the holiday occurs, excluding any holiday hours in those periods.
2. An employee on pay status on the employee's last scheduled work day before the holiday and first scheduled work day after the holiday shall be eligible to receive holiday compensation as provided in Section C., below. No employee shall be eligible for compensation for any holiday which is immediately preceded by or followed by an unauthorized, unpaid absence or a disciplinary suspension.
3. New and rehired employees shall be eligible to receive pay for holidays preceding their first day of work provided the holiday is the first working day(s) of the month or quadri-weekly cycle. A terminating employee shall be eligible to receive pay for holidays immediately following the employee's last day of work provided the holiday is the last working day(s) of the month or quadri-weekly cycle.
4. An eligible employee who is on approved leave without pay or temporary layoff for a period of not more than twenty (20) calendar days, including holidays, shall be eligible to receive pay for any holiday occurring during that period.

C. HOLIDAY TIME/PAY

1. Compensation For Holidays Not Worked

- a. An eligible full time employee shall receive eight (8) hours of holiday pay, regardless of the number of hours in her/his shift, and regardless of whether or not it was worked, except as provided in Section B. 2., above.
- b. An eligible part-time employee shall receive proportionate holiday pay, up to the maximum of eight (8) hours per holiday, as provided in Section B.2., above. Such holiday pay is calculated on the number of hours in pay status in the two (2) bi-weekly pay periods immediately

- c. preceding the bi-weekly pay period in which the holiday falls, excluding any holiday hours in those periods.

2. Compensation For Holidays Worked

- a. With the exception of the provisions in Section C.2.b., below, an employee required to work on a holiday listed above shall be paid at the employee's regular straight-time rate of pay for the hours actually worked. In addition, an eligible employee shall receive either compensatory time off or holiday pay at the option of the University at the regular straight-time rate, including any shift differential.
- b. An employee shall be paid at the rate of time and one-half times ($1\frac{1}{2}$ X) regular pay for hours actually worked on the last Monday in May, the Fourth of July, Labor Day, December 25th, Thanksgiving Day and New Year's Day, and no alternate dates may be designated by the University.

D. RELIGIOUS OBSERVANCE

By charging time off to vacation, compensatory time off, or leave without pay, an employee may observe a special or religious holiday if the University determines that work schedules permit. Such requests shall not be unreasonably denied.

E. RESTRICTIONS

1. In the administration of the provisions of this Article there shall be no duplication, pyramiding, or compounding of any premium wage payments provided herein with any other wage payments provided in any other provision of the Agreement.
2. Holiday pay shall not count as time worked for the purpose of calculating overtime, except as provided in Section C.2.c., above.

F. MAJOR HOLIDAYS

Major holidays are designated for scheduling purposes, only. Major holidays are defined as the two (2) day holiday period for Thanksgiving, December 25, and January 1. The University will guarantee each member of the bargaining unit the opportunity to take one (1) of those two (2) day periods off regardless of the dates on which the University celebrates those holidays. Operational needs permitting, the University will endeavor to grant one (1) additional two (2) day period off. Straight time holiday pay eligibility shall be determined by the official University holiday schedule. This provision does not apply to employees who are employed to cover only weekend or only holiday schedules.

Article 19
SICK LEAVE

PURPOSE

1. Sick leave is to be used for personal illness or disability, medical appointments with advanced approval, and, as provided below, for illness of an employee's parent, spouse, children, sibling, or of any other person who is residing in the employee's household.
2. A sick leave accrual period is defined as one (1) calendar month for those employees who are paid monthly or semi-monthly, and quadri-weekly (i.e., two (2) consecutive bi-weekly pay periods) for those employees who are paid bi-weekly.
3. Sick leave is paid at the employee's regular rate of pay.

B. EARNING

1. An eligible employee shall earn sick leave credit at the rate of .046154 hours per hour on pay status, including paid holiday hours but excluding all paid overtime hours.
2. Employees must be on pay status for at least one-half ($\frac{1}{2}$) of the working hours of the month or quadri-weekly cycle to earn sick leave credit for that month or quadri-weekly cycle. Hours worked in excess of the employee's regular schedule are not counted as hours worked for purposes of computing sick leave credit. Sick leave is earned during leave with pay. For the purposes of this Agreement, a quadri-weekly cycle is defined as two bi-weekly pay periods designated by the University to be considered as one unit for the purpose of leave accrual. An employee terminating service who is eligible for sick leave shall not earn sick leave after the last day actually at work...
3. Earned sick leave for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate sick leave credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.
4. The number of sick leave hours which may be accumulated is unlimited.

C. ELIGIBILITY AND USE OF ACCUMULATED SICK LEAVE

1. An employee may be required to submit to the University medical documentation of personal or family illness or disability, to receive an excused absence from work and sick leave pay.
2. Sick leave shall not be used prior to the time it is accrued. Sick leave shall not be used beyond a predetermined date of separation or predetermined date beginning a leave of absence without pay, except that a pregnant employee on approved leave without pay on the date certified by s/he doctor as the date on which s/he is no longer able to work, or the date of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that s/he is physically unable to perform the normal duties of s/he job.
3. Up to thirty (30) days of accrued sick leave per year may be used when the employee is required to be in attendance or to provide care because of serious illness of the

employee's parent, spouse, children, sibling, or of any other person who is residing in the employee's household.

4. **Pregnancy** – A pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she is no longer able to work or the date of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that she is physically unable to perform the normal duties of her job. A pregnant employee may also be eligible for Pregnancy Disability Leave as provided in Article 9 - Leaves of Absence, Section C.

5. Care of Others

- a. 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:
 1. The serious illness of the employee's parent, spouse, same or opposite-sex domestic partner, child(ren) (including the child of a same or opposite-sex domestic partner), brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household; or
 2. The employee's spouse, same or opposite-sex domestic partner, parent(s) or child(ren), suffering from a "serious health condition" as defined in Article 9- Leaves of Absence, Section B.3.
- b. Sick leave granted under this section may be used to offset unpaid Family Care and Medical Leave granted pursuant to Article 9 – Leaves of Absence.

6. **Illness While On Vacation** – 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 that personal illness. Sick leave may not be used for illness of a family member during the employees' vacation.

D. NOTICE AND PROOF OF ILLNESS

1. No sick pay shall be payable to an employee unless the employee's supervisor 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 shift, except when the University determines that the employee's failure to notify is due to circumstances beyond the control of the employee.
2. If the University requires medical verification of the illness, the University shall notify the employee that the medical verification shall be required, prior to the employee's return to work.
3. Employees who have unscheduled absences due to illness on the day preceding or following a holiday shall 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. Upon the employee's return to work, the University may require an employee to certify on a form provided by the University, the following information and any other information deemed pertinent to the absence, as determined by the University:

- a. The illness which prevented the employee from working, including time, dates, and circumstances, and whether or not the employee was under the care of a licensed health care practitioner;
 - b. The amount of time lost from work in hours because of the illness;
 - c. The name of the person to whom advance notice was given, and the time notice was given; and
 - d. The reason, if notice was not given.
4. When medical documentation is required by the University, it shall be from a health practitioner licensed by the state in which s/he practices to diagnose and certify illness or from an authorized representative of a recognized treatment program.
 5. The University may have an employee claiming illness examined by a licensed health practitioner of its choosing. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a licensed health practitioner of its choosing on the employee's work time.

E. SANCTIONS

1. Failure to provide the information described in Section D., when required, shall result in an unpaid absence from work for the period of absence and may result in an unexcused absence for the period of absence.
2. Unwarranted failure or refusal to follow medical advice in treating a disability when that failure or refusal results in an unnecessary extension of illness may result in loss of sick pay. An employee's repeated use of sick time may result in loss of sick pay, when the University has determined that such use is abusive, and provided the University has provided written notice to the employee that sick leave will be denied in future instances of illness irrespective of the nature or duration of illness.

F. TRANSFER AND REINSTATEMENT OF SICK LEAVE

1. Transfer/Promotion/Demotion to positions covered by this Agreement

- a. An employee transferred, promoted, or demoted without a break in service to a position that does accumulate sick leave shall have any accumulated sick leave transferred.
- b. An employee transferred, promoted, or demoted to a position that does not accumulate sick leave shall have his or her accumulated sick leave held in abeyance. If the employee subsequently moves without a break in service to a position which does accumulate sick leave, the previously accumulated sick leave shall be restored.
- c. 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. Reemployment in positions covered by this Agreement

- a. 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.
- b. An employee reemployed in this bargaining unit after a break in service of more than fifteen (15) calendar days but less than six (6) months shall have sick leave accumulated from prior service up to a maximum of eighty (80) hours reinstated. For purposes of this Section F.2., only, "sick leave accumulated from prior service" includes sick leave accumulated in State of California service.

3. Transfer/Promotion/Demotion to positions not covered by this Agreement.

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.

G. CONVERSION OF SICK LEAVE ON RETIREMENT

Upon retirement, members of the University of California Retirement System shall have their accumulated sick leave converted to retirement service credit at the rate authorized by the University of California Retirement System for each day of unused accumulated sick leave.

H. CATASTROPHIC LEAVE

Any Printing Trades Unit employee may participate in a campus, hospital/Laboratory's Catastrophic Illness/Injury Leave Program in accordance with the provisions of that location's program and Article 9 - Leaves of Absence.

I. CURTAILMENT PERIOD

Employees who do not wish to use vacation may elect to take a leave without pay during a closure or curtailment. If an employee is in leave without pay-status due to a location closure which is three (3) consecutive days or less in duration, such employee shall not lose hourly sick leave accrual.

Article 20 UNIVERSITY BENEFITS

A. HEALTH AND WELFARE BENEFITS

Eligible employees may participate in a number of benefit programs generally available to other eligible staff employees of the University.

1. The University health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change specific plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability which may change from year to year.

2. The University may, at its option, alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, adjusting pay bands, altering rates of contribution, changing the carrier for established plans or programs, or changing the administrator of such plans. 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.
 - a. The sole exceptions to Section A.3., above shall be any alterations proposed by the University which affect only bargaining unit employees.
 - b. Prior to the open enrollment period, the University agrees to notify the Union of changes in benefit coverages and costs, if any. The notice will be posted at the plant. Further the University agrees to meet with the Union, once each year, upon request, to discuss University benefit coverage.
3. Employee costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by employees, normally through payroll deduction.
4. Employees shall pay the healthcare premium costs, in accordance with Section A.2., above, as follows:

Effective the month following ratification, and in subsequent calendar years, the employee shall pay the amount appropriate to the employee's pay band and the employee's selected coverage category (single, adult + children, two adults, or family) and health plan.

B. RETIREMENT BENEFITS

1. The University maintains several retirement and savings plans for eligible University employees. As of September 24, 2013, such plans include but are not limited to, the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DC Plan), and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). Eligible employees may participate in a number of retirement plans generally available to other eligible staff employees of the University.
2. The University may, at its option, alter, amend or terminate the existing UCRS plans, and establish new retirement and/or savings plans for the UCRS. Such alterations include, but are not limited to altering the eligibility criteria; altering or deleting current benefits; implementing the UCRP 2013 Tier for employees hired or who became UCRP eligible on or after July 1, 2013; altering employee and University rates of contribution, changing rate of employee contribution, subject to B.4., below, or changing the carrier or administrator for established plans or programs.
3. In the event the University makes such alterations, (or proposes changes pursuant to Section B., 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 staff employees in the same tier.

4. Where the University makes such alterations to a particular UCRP Tier (e.g., 1976 or 2013), the changes will apply to eligible unit employees in the same manner as they apply to the other eligible staff employees in the same UCRP Tier, except in the earliest retirement age, age factors and employment contribution described in Section B.2., below shall not be reduced during the term of this Agreement.
- 5 For UCRP-eligible employees hired or rehired following a break in service or who become UCRP eligible on or after July 1, 2013, 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.

7. Retirement Choice Program

The 2016 Retirement Choice Program (Pension Choice and Savings Choice) will apply to all eligible employees in the Library Bindery unit hired or rehired following a break in service or who become UCRP eligible on or after the date of ratification on the same terms as applied to non-represented staff employees.

8. 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 fifty (50) with ten (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 fifty-six (56) with ten (10) years of service credit).

C. 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 the Library Bindery unit employees, in accordance with Section B.2., above, when the employee is affected by: temporary layoff; temporary reduction in time below the hours required to be eligible for health benefits; or 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 employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive all benefits related to employment which are granted when an employee is on pay status.

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 C.3.c., below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.
- b. Except as provided in Section C.3.c, below, 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 the leave.
- c. When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve (12) 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.
- e. When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- f. 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: Continued coverage for up to four (4) months in a twelve 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.
- g. 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): Continued coverage for up to twelve (12) workweeks in a calendar year.
- h. To continue health plan coverage during an approved FML leave, an employee must continue to make any contributions that s/he made before taking leave. For any paid portion of the leave, employee contributions will continue to be deducted from the employee's pay check. Failure of the employee to pay her/his share of the health insurance premium may result in loss of coverage.

C. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found at the UCOP Benefits website. The Teamsters Council 2 understands and agrees that the descriptions contained on the website do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to the Teamsters Council 2.
2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

Article 21 PARKING

The University shall provide parking at each location to the same extent and under the same conditions as normally provided for other University unrepresented staff employees, who are not managerial, confidential, or supervisory employees, at the employee's location.

Article 22 COMPLAINT RESOLUTION PROCEDURE

A. TERMS

A complaint is defined as a complaint by an employee or the Union regarding the terms and conditions of an employee's employment which are not subject to the Grievance and Arbitration Procedures.

B. ADJUSTMENT OF COMPLAINTS

1. The employee shall attempt to resolve complaints with s/he immediate supervisor as soon as practicable. If the complaint is not resolved through informal discussion, the employee may notify the shop steward. The shop steward shall investigate the complaint and make a report to the Union representative.
2. When the Union has a complaint or when an employee's complaint has not been resolved, the Union representative may bring the complaint to the attention of the University. The Union representative and the local Labor Relations Department will meet to discuss the complaint and to attempt to resolve it.
3. Informal resolutions, although final, shall not be precedent setting, unless otherwise agreed to by the parties. Settlement offers made in this informal process shall not be introduced against a party or in grievances or arbitration.

Article 23
DISCIPLINE AND DISCHARGE

A. GENERAL CONDITIONS

Provisions of this Article apply only to regular employees. The University shall not discipline or discharge an employee without cause. Disciplinary actions may include written warnings, suspensions without pay, and discharge. Except as provided in Section B., disciplinary actions may be taken without prior notice of intent and need not be preceded by lesser forms of discipline.

B. NOTICE OF INTENT

1. Written Notice of Intent to suspend for more than five (5) working days, demote or discharge, 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.
2. Such delivery is conclusively presumed to provide actual notice to the affected employee. It shall be the responsibility of the employee to inform the Department in writing of any change in such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a Proof of Service indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the date of issuance of the Notice of Intent.
3. The Notice shall inform the employee of:
 - a. the charge;
 - b. the action intended;
 - c. the reasons for the intended action;
 - d. the effective date of the intended action; and,
 - e. include a copy of the charge and material upon which the charge is based.
4. The Notice shall also inform the employee of the right to respond either orally or in writing within ten (10) calendar days to the Notice of Intent prior to the action being taken, the time limit within which the response should be made, and the person to whom the response shall be made.
5. A copy of the Notice of Intent will be sent to the Union.

C. EMPLOYEE RESPONSE TO THE NOTICE OF INTENT

No employee is required to respond to the Notice of Intent. Furthermore, the absence of an employee response does not automatically indicate that the employee agrees with the charges in the Notice, nor does it restrict the employee from grieving any Management action which occurs after the employee's deadline for responding has passed.

D. DECISION

1. After review of the employee's timely response, if any, the University shall notify the employee in writing, within five (5) work days, of any action to be taken. Discipline more severe than that described in the Notice of Intent may not be imposed without the

issuance of a further Notice of Intent; however, the University may reduce such discipline without the issuance of a further Notice of Intent.

2. A copy of the decision will be provided to the Union.

E. INVESTIGATORY LEAVE

1. The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, at the University's sole discretion, would warrant relieving the employee immediately from work duties. If upon conclusion of the investigation neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the leave.
2. When an employee is placed on investigatory leave, the Union will be sent a notice of such action.

F. TIME LIMITS

Time limits, as established in this Article, may be extended by the mutual consent of the parties, in writing, in advance of the expiration of the time limits. Deadlines which fall on a University non-business day will automatically be extended to the next business day.

Article 24 GRIEVANCE PROCEDURE

A. TERMS

1. A grievance is defined as an alleged violation of an express written provision of this Agreement during the term of this Agreement.
2. An individual employee, a group of employees or the Union shall have the right to use the Grievance Procedure. A grievance must be submitted in accordance with the procedure set forth below, except that Union grievances, and grievances filed as a result of a suspension without pay or a discharge, are filed directly at Step 3.
3. The University shall not have the right to file a grievance.
4. Grievances of two (2) or more employees, or grievances from one (1) employee which relate to the same incident, facts, issue or course of conduct, may be joined by mutual consent for purposes of review at any step of this procedure.

B. PROCEDURE

1. Step 1: Informal Review
 - a. Employee Responsibility - As soon as practicable, the aggrieved employee shall discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter. If the grievance is not resolved through informal discussion with the immediate supervisor, the aggrieved employee may file a formal grievance as set forth below.

b. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced against a party in subsequent steps. Attempts at informal resolution do not extend time limits unless a written request for exception is granted by the Personnel Department in writing in advance.

c. Sexual Harassment Complaint Resolution Procedures:

- 1) An employee alleging sexual harassment may elect to substitute a campus/hospital/Laboratory Sexual Harassment Complaint Resolution Procedure for Step 1 of the Grievance Procedure. An employee who elects to use the Sexual Harassment Complaint Resolution Procedure may return to the grievance procedure only if s/he filed a grievance within the thirty (30) time limit for filing. An employee who elects to resume the regular grievance procedure in place of the Sexual Harassment Complaint Resolution Procedure shall do so by sending written notice to the University. The University's Step 1 Grievance response will be issued within fifteen (15) calendar days after the notice is received by the designated University official.
- 2) Grievances that allege a violation involving sexual harassment may, at the grievant's option, enter the grievance procedure at Step 2.
- 3) If no report issues from the sexual harassment complaint resolution process or the employee elects to use the sexual harassment complaint resolution process and for any reason the grievance remains in abeyance for one hundred eighty (180) days or more, the case will be considered withdrawn by the grievant, unless the grievant indicates in writing that the grievance should remain in abeyance for a mutually agreeable time.

2. Step 2: Formal Review

- a. Employee Responsibility - If the grievance is not resolved at Step 1 of this procedure, the grievance shall be reduced to writing on a form agreed to by parties (See Step 3) and shall be submitted to the Berkeley Campus Human Resources promptly, but in no event later than fifteen (15) work days after the employee knew or should have known of the event or action which gave rise to the grievance.
- b. The grievance shall be dated and signed by the grievant and shall set forth:
 - 1) the specific articles, sections, and provisions of the Agreement alleged to have been violated;
 - 2) the action grieved and how it violated the above-mentioned provisions;
 - 3) how the employee was adversely affected;
 - 4) the remedy requested;
 - 5) the name of the employee's designated representative, if any;
 - 6) the date of the occurrence of the alleged violation, and the date the employee had knowledge of the alleged violations; and,

- 7) the date the aggrieved employee discussed the alleged violation with his/her supervisor.

The University shall have no obligation to process a grievance which omits the information in b.1), 2), 6), or 7) above.

- c. At the time a properly filed grievance is received it shall be dated and a copy returned to the grievant. The employee's representative, if any, shall also be provided with a copy. The Union shall also be provided a copy.
- d. Upon receipt of the written grievance by the University, the parties shall within ten (10) work days set a place and time for a discussion of the grievance between the grievant and the University designee at the employee's location. The intent of this meeting is to attempt to resolve the grievance, and to provide the University with facts and contentions of the grievance so that the University can respond to the formal grievance in writing. Within ten (10) work days after the meeting is held, the employee will be sent notification in writing, of the University's decision.

3. Step 3: Campus Review

- a. Grievances may be submitted to Step 3 when:
 - 1) an employee grievance is not resolved, or written answer is not sent, within ten (10) work days after the Step 2 meeting;
 - 2) the Union is filing a grievance; or
 - 3) the grievance is the result of a suspension without pay or a discharge.
- b. All grievances must be received by the Berkeley Campus Human Resources within ten (10) work days after the after the Step 2 meeting as stated in B.3.a.1) above.
- c. Grievances which are initiated at Step 3 shall be reduced to writing on a form agreed to by the parties. The grievance shall be dated and signed by the grievant and shall set forth the information listed in Step 2, Article 24.B.2.b.
- d. Upon receipt of the written grievance by the University, a University Review Committee shall be convened to meet with the grievant and his or her representative, if any, to review the grievance, and to attempt to reach a resolution of the grievance. Within ten (10) work days after receipt of the step 3 grievance, the parties shall set a time and place for the University Review Committee Meeting. This is the last step for the grievant or his/her representative to present known facts or information which supports the grievant's contentions.
- e. The Berkeley Campus Human Resources, Labor Relations department shall consider all information presented in the meeting, and must respond to the grievant in writing within ten (10) work days of the conclusion of the meeting. The decision becomes final on the twenty-first (21st) work day after the date of issuance, unless a timely request for arbitration is received from the Union on or before the twentieth (20th) work day. A copy of the decision will be mailed to the employee's representative and to the Union.

C. EMPLOYEE REPRESENTATION

An employee shall have the right to be represented at all steps of the Grievance Procedure by the Union, or any other one (1) person of the employee's choice other than a University of California employee who is supervisory, managerial, or confidential. No resolution of a formal grievance shall be final without providing the Union an opportunity for input.

D. TIME LIMITS

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

E. PAY STATUS

Upon advance request, a grievant, a grievant's representative and witnesses who are University employees, shall be granted release time to attend meetings convened by the University to consider the grievance if such meetings occur during their regularly scheduled hours of work. Such release time will be considered time worked. Time spent in investigation and preparation for the Grievance Procedure shall not be on pay status.

F. PRECEDENT

1. A grievance which has been submitted may be withdrawn at any step of the Grievance Procedure without prejudice to the position the Union may take in other grievances, unless the parties otherwise agree.
2. Neither settlements, nor withdrawals, set precedent for future grievances and facts concerning withdrawals or settlements cannot be used as evidence in future grievances, unless the parties otherwise agree.

Article 25 ARBITRATION

A. PROCEDURES

1. An appeal to arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure. The appeal to arbitration must be submitted on a form which has been mutually agreed upon by the parties and must be received by the Berkeley Campus Human Resources within twenty (20) work days of the date of mailing of the University grievance decision to the Union. Proof of Service must accompany the appeal to arbitration.
2. The Union, in making such an appeal to arbitration, must set forth the issues and remedies remaining unresolved. Absent resolution during this period, the University shall review the grievance and begin the process to select an arbitrator.

3. At each step prior to arbitration, the parties shall ensure that all facts in support of the grievance are made known prior to arbitration and shall not seek to introduce new issues, allegations, evidence or facts at the arbitration hearing. No later than five (5) work days prior to the arbitration the Union and the University shall attempt to stipulate to the issue(s) and facts to be arbitrated. Settlement offers made during the Grievance Procedure shall not be used against a party in arbitration. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

B. SELECTION OF ARBITRATORS

1. As soon as the grievance is determined to be ready for arbitration, the Union and the University by mutual agreement shall select an arbitrator from the list below. If mutual agreement is not possible, then the parties shall alternately strike the name of arbitrators until a final name exists. The parties will flip a coin to determine who begins the strike off. The party who wins the flip of the coin shall determine who begins the strike off.
2. The arbitrator will be selected from the list in Appendix B.
3. The University shall notify the selected arbitrator and upon the arbitrator's acceptance, the arbitrator shall fix a date and time for the hearing which is mutually convenient to the parties.
4. When a member of the arbitration list resigns from the list, or when the parties mutually agree to remove an arbitrator from the list, the arbitrator shall be replaced within forty (40) work days.

C. TERMS AND CONDITIONS OF ARBITRATION

Every grievance submitted to arbitration shall be subject to the following:

1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant material and the names of all witnesses who are to be called shall be identified by the parties no later than five (5) work days prior to the hearing.
2. The jurisdictional authority of the arbitrator is limited to the determination of a grievance as defined in Article 24, Grievance Procedure, which is submitted to the arbitrator consistent with this Agreement. The arbitrator shall not have jurisdiction to hear or decide a grievance which is not received within the required time limits.
3. 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.
4. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy.
5. 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 remuneration, payments or benefits received from any source, including, but not limited to, Worker's Compensation and Unemployment Insurance benefits.

6. The arbitrator shall have no authority to award back wages or other financial relief, nor shall the University be liable on a grievance claiming back wages or other financial reimbursement for:
 - a. any period of time during which an extension of time limits has been granted at the request of the Union; or
 - b. 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 the Union; or
 - c. any period of time greater than forty-five (45) calendar days prior to the date of the Informal Review, Step 1 of the Grievance Procedure discussion or, for those grievances initiated at Step 3, forty-five (45) days prior to the date of the University review.
7. The decision of the arbitrator, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the employee or employees involved.
8. The arbitrator's fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne by the party requesting such services or facilities unless the parties otherwise agree in advance.

D. EMPLOYEE PAY STATUS

Whenever an arbitration hearing or a meeting held to resolve the grievance is scheduled during the regular work time of an employee who is the grievant or a representative of the grievant, reasonable release time with pay shall be granted to the employee(s) involved so long as the request for release time is received in advance. Employees so released shall be granted leave with pay. Employees called as witnesses may be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings held to resolve the arbitration and for the time spent testifying in the arbitration hearing. Time spent in investigation and preparation for the Grievance Procedure and the arbitration shall not be on pay status. Employees shall not be paid for attendance at meetings or arbitrations held outside the employee's scheduled work time.

E. TIME LIMITS

Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limit.

Article 26 MANAGEMENT RIGHTS

- A. Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. The Union also agrees that, although the University may choose to

consult with the Union concerning the following areas, the University is not obligated to bargain with the Union as to such areas during the term of this Agreement. Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to:

1. The right to establish the University's missions, programs, objectives, activities, and priorities;
 2. The right to plan, direct, and control the use of resources and personnel to achieve the University's missions, programs, objectives, activities, and priorities;
 3. The right to full and exclusive control of the management of the University and its property, including but not limited to, the right to determine the methods and means by which all work will be performed; the right to introduce, change, discontinue, or reorganize operations, methods, materials, means, facilities, equipment, or processes, including technological alterations in processes or equipment or both; the right to discontinue, reorganize, relocate or subcontract all or any portion of the operations;
 4. The right to manage and direct employees, and to determine the size, composition and qualifications of the work force;
 5. 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; and to establish or eliminate shifts;
 6. The right to recruit and hire; to establish, eliminate, or change classifications; to determine the qualifications for reclassifications; to determine and enforce the standards of performance, conduct, and safety to be met by employees and the process by which employees are evaluated; to train, develop, promote, transfer, reclassify, demote, or lay off employees; to reprimand, suspend, or otherwise discipline or discharge employees; and to release probationary and casual employees without cause;
 7. The right to establish, continue, modify, or discontinue any policies, practices, rules, or regulations which do not conflict with an express written provision of this Agreement;
 8. The right to grant and determine the basis, and amount granted, for special increases, if any;
 9. The right to maintain safety, efficiency, and order in its operations;
 10. The right to develop, implement, and administer Affirmative Action programs.
- B.** The above enumeration of management rights is not inclusive, and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not exercise rights retained by the University and the non-exercise of any management right shall not be construed as a waiver of that right.
- C.** No action taken by the University with respect to a management right shall be subject to the Grievance or Arbitration Procedures of this Agreement unless the exercise thereof violates an express written provision of this Agreement.

**Article 27
UNION RIGHTS**

1. DESIGNATION OF UNION OFFICIALS, REPRESENTATIVES, SHOP STEWARDS

The Union shall provide the University with an updated list of all authorized Union officials and representatives, and location stewards. Stewards shall act as the intermediary between employees at each location and the Union.

2. OFFICIALS RIGHT TO VISIT

The business agent or other duly authorized representative of the Union shall be permitted to visit the plant during operating hours for purposes consistent with the agreement provided that the agent/representative first notifies the University before entering the plant. Such access shall not interrupt or interfere with operations.

3. SHOP RULES

All written shop rules shall be posted by the University in a conspicuous place where they can be read by the employees. Shop rules shall not conflict with this Agreement.

4. BULLETIN BOARDS

Space shall be provided on University bulletin boards, at locations agreed upon by the parties, for the posting of official Union communications and such other notices as may be mutually agreed upon by the parties. Such notices shall have been initiated by an authorized Union official or representative.

5. CHAPEL MEETINGS

Union meetings and other Union business shall not be conducted during work time without the consent of the University.

6. NOTICE

The University shall notify each location's shop steward in writing as soon as practicable of all hires, layoffs, and permanent shift and/or starting time changes for employees at that location.

**Article 28
UNION SECURITY**

A. MAINTENANCE OF MEMBERSHIP

1. Employees in this bargaining unit have the right to join the Union, at their discretion. An employee who joins the Union shall remain a member in good standing by tendering to the Union periodic dues and initiation fees as uniformly required by the Union. This section shall remain in full force and effect until the thirtieth (30th) calendar day prior to the expiration date of this Agreement.

2. Withdrawal notices for termination of dues deductions received by the University earlier than thirty (30) calendar days prior to the expiration of the Agreement, shall be returned to the employee by the University with reference to this Article.

B. GENERAL CONDITIONS

1. Upon receipt of a written individual authorization form from Teamsters District Council 2 Local 388M or an employee covered by this Agreement, the University will deduct from the pay due such employee the monthly amount certified by the Union to be the dues required for the employee's membership in the Union. 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 forty-five (45) calendar days from the date of delivery of the authorization form.
2. Teamsters District Council 2 Local 388M 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 Teamsters District Council 2 Local 388M 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 Teamsters District Council 2 Local 388M dues shall be certified to the University of California at Berkeley, Labor Relations Office, in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change. The University shall provide Teamsters District Council 2 Local 388M with estimated costs and an estimated time of completion and Teamsters District Council 2 Local 388M shall pay the agreed-upon costs before the University makes the change.

C. PAYROLL DEDUCTION OF DUES

1. The Campus will submit a monthly dues deduction check to the Union less administrative costs to the Union within twenty-one (21) days of the issuance of the paycheck from which the dues have been deducted.
2. The amount of the dues deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure. The Union agrees to reimburse the University for all costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues during the term of this Agreement. The Union agrees to save the University harmless from liability except for liability to the Union for moneys actually withheld, but not transmitted. The Union further agrees to refund to the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.

D INFORMATION TO ACCOMPANY REMITTANCE

The University shall remit at least monthly to the Teamsters District Council 2 in the form of a check to an address designated by the union an amount representing the authorized dues deduction and other designated deductions. Accompanying the check shall be a standard deduction report which shall contain the campus name, an alphabetical listing of the Teamsters District Council 2 members for whom payroll deductions were made. The report shall include the employee identification number, employee name, amount withheld and, the retirement gross basis for the deduction. The report shall be provided

electronically or on paper if not available electronically. Any costs associated with the Teamsters District Council 2 requested changes in the deduction report referenced above shall be fully paid by the Teamsters District Council 2.

E CORRECTION OF ERRORS

If the University fails to make authorized deductions of union dues, fair share service fees or other authorized deductions or any part thereof, or fails to remit to the union such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. The University shall refund to the union any deductions it has erroneously failed to remit. From the time the union notifies the University in writing of any such errors, the University shall have forty-five (45) days to make the corrections. If after forty-five (45) days the University does not make the agreed-upon corrections and the union incurs direct costs, the University will reimburse the union for reasonable, documented costs incurred to make corrections for only University errors. If there is not agreement on the correction or the costs, the union may grieve the matter only as a union grievance. It is expressly understood and agreed that the union shall refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to the Teamsters.

G. INDEMNIFICATION

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

Article 29 WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties, supersedes and replaces prior Agreements and policies and is the sole source of rights and terms and conditions of employment for employees in this bargaining unit. As such, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

Article 30 NO STRIKES

GENERAL CONDITIONS

1. During the life of this Agreement or any written extension thereof, the University agrees that there will be no lockouts by the University. Additionally, the Union, on behalf of its officers, agents and members, agrees that there shall be no strikes, slowdowns, picketing, walkouts, refusal to perform assigned duties, sit-downs, sympathy strikes,

sick-outs, refusal to cross picket lines, boycotts or any such individual or concerted activities which interfere, directly or indirectly, with the operations of the University. The Union, its officers, agents, representatives and members and all other employees covered by this Agreement, agree that they shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any such activities in violation of this Article.

2. Any employee who violates this Article shall forfeit all pay and benefits for the duration of the violations and may be subject to disciplinary action up to and including termination of employment.
3. Any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities occur, shall be presumed to have engaged in such activities on such date or dates.
4. In addition to any other liability, remedy or right provided by applicable law or statute, should any such activities in violation of this Article occur, the Union shall immediately take whatever affirmative action as is necessary to prevent and bring about the termination of such action or interference as indicated above. Such affirmative action shall include the immediate written notice to the University that the Union disavows and refuses to recognize any such action or interference and the Union shall immediately send written notices to all employees at their home addresses stating that they cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action up to and including discharge. In addition, the Union will refuse to honor, along with its affiliated organizations, if any, all picket lines established by employees engaged in activity violates of the first paragraph of this Article.
5. If the Union performs in good faith and in a timely way all of the obligations above, the Union shall not be liable to the University for damages suffered as a result of such activities, except for such damages as are caused by the activities of officers of the Union or with their assistance or consent. If not, the Union shall be liable and shall make restitution to the University for all losses suffered by the University as a result of activity prohibited in this Article; however, such restitution shall not preclude the awarding of any other damages to which the University may be entitled.

Article 31 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 32
TRAINING AND ADVANCEMENT IN A SERIES

A. INTRODUCTION

There are sixty-three (63) individual bookbinding tasks performed in the Library Bindery. The activity related bookbinding tasks are combined into twenty-one (21) families. Addendum A is a listing of the "Tasks" and "Families."

On a quarterly basis, employees will be provided an updated copy of the Addendum A with their updated progress towards meeting competencies within each task and family. Performance standards are currently defined in "units per hour" for thirty-seven (37) direct production tasks based upon an individual's output inclusive of their error rate (quality). Fifteen (15) activities are rated as "completed" or "not completed". Performance standards for the remaining eleven (11) tasks will be made published as data is available.

Performance standards and their associated tasks may change depending the introduction of new services and process development. On an annual basis a list of revised performance standards and tasks will be mailed to the Union thirty (30) days in advance of their implementation. Within fifteen (15) days of the date of the mailing of this communication the Union may request to meet and discuss the revised tasks and/or performance standards.

B. TRAINING

Staff training is determined by management and based upon: (1) work demands, (2) production scheduling, and (3) employee performance as follows:

- a. Priority in training shall be given to tasks in order of criticality to the operation that are at risk of not being timely completed due to lack of operators or increase in customer demand.
- b. Following the above priority, training shall be made available for any task when the department is not experiencing an immediate output deadline.
- c. Priority in training shall be given to employees who demonstrate competency in other production areas, as demonstrated by their ability to achieve those production targets.
- d. Classroom and online training outside of normal working hours may be necessary for some tasks. Individuals who have attended such trainings have priority in receiving training assignments. If no staff are available to attend outside instruction, the department may elect to recruit trained personnel outside the department.

C. STEP ADVANCEMENT

Advancement is awarded based upon the employee demonstrating competency in all the tasks of a family. Competency is determined by meeting or exceeding the standard production rate while also achieving the prescribed quality rate. Advancement can be achieved quarterly.

A step increase is awarded for completing all tasks within a family. To advance in the series and demonstrate competency, the individual must produce at standard rates published in Attachment C with an error rate of less than 1% (fewer than 1 error per 100 units produced).

D. RECLASSIFICATION

Reclassification is awarded based according to the table below, where the 70% threshold represents the number of tasks and/or task grouping necessary for a staff member to advance into a higher classification. Upon successful completion of eight families, the employee will be reclassified as a Senior Bookbinder. Upon completion of 13 families the employee will be reclassified as a Principal Bookbinder. A two-percent (2%) wage increase is not associated with a reclassification. Current staff (career staff employed as of June 1, 2018) shall be grandfathered into their existing primary classifications.

<u>Total Groupings</u>	<u>Factor of Total</u>	<u>70%</u>	<u>Class</u>
21	11	8	Library Bookbinder
	7	5	Senior Bookbinder
	3	2	Principal Bookbinder

**ARTICLE 33
Wages**

A. GENERAL PROVISIONS

1. **Effective Date of Wages:** Wage increases shall be effective on the first day of the first full payroll period nearest the first day of the month in which the increases occurs. In the event the first day of the first full payroll periods are equidistant from the first day of a month, the earlier payroll period shall be used.
2. The parties recognize that the actual salary rates paid to employees may vary slightly from those reflected in the Corporate Title Code System (TCS) due to rounding. The applicable rates are reflected on the TCS at: <http://tcs.ucop.edu/tcs/jsp/homePage.htm>. The University will provide the union a copy of the pay rates by October 1 each year of the contract.
3. Unless otherwise specified, pay increases (regardless of type) shall be base building only up to the maximum of the applicable pay range. The campus's normal pay practices shall be followed in implementing pay increases.
4. When applying a range adjustment, the adjustment shall apply equally to all steps within the range. The resultant adjustment shall apply to all employees on the step.
5. No Employee shall be paid less than the pay range minimum.
6. Order of Increases – If more than one wage adjustment takes place on the same date, actions occur in the following order:
 - a. Across the board pay range adjustment

- b. Individual step increases
- c. Increase to the minimum of the pay range

B. NEGOTIATED INCREASES

1. Following the University receipt of written notification from the union of its ratification of the Agreement with the University of California, the University will implement compensation increases, within 60 days, in accordance with the provisions of this article.
2. **Lump Sum:** Effective within 60 days following ratification, all non-probationary career employees will receive a one-time, non-base building wage payment of \$1,300.00. This wage payment shall not be retirement eligible. Employees eligible for this payment shall be those employees who are on the payroll as of the date the University received the notice of ratification and who remain on payroll when the payment is issued. The lump sum will be prorated based on the employee's appointment percentage.
3. Effective the date of ratification, all employees in the unit will be placed in a single job classification and on a step within that classification. Employees, regardless of the type of work performed or type of machine used, will be paid at that rate for all work performed.
4. **Salary Scale:** The salary ranges and steps on the scale below will become applicable within 60 days of ratification.

Bookbinder		Senior Bookbinder		Principal Bookbinder	
Step 1	\$15.00	Step 1	\$17.23	Step 1	\$19.79
Step 2	\$15.30	Step 2	\$17.57	Step 2	\$20.19
Step 3	\$15.61	Step 3	\$17.93	Step 3	\$20.59
Step 4	\$15.92	Step 4	\$18.28	Step 4	\$21.00
Step 5	\$16.24	Step 5	\$18.65	Step 5	\$21.42
Step 6	\$16.56	Step 6	\$19.02	Step 6	\$21.85
Step 7	\$16.99	Step 7	\$19.40	Step 7	\$22.29
Step 8	\$17.23	Step 8	\$19.79	Step 8	\$22.73
Step 9	\$17.57	Step 9	\$20.19	Step 9	\$23.19
Step 10	\$17.93	Step 10	\$20.59	Step 10	\$23.65
Step 11	\$18.28	Step 11	\$21.00	Step 11	\$24.12
Step 12	\$18.65	Step 12	\$21.42	Step 12	\$24.51

5. ACROSS THE BOARD INCREASES

- a. Effective October 1, 2018, the University will provide a 2% pay range increase.
- b. Effective October 1, 2019, the University will provide a 2% pay range increase.
- c. Effective October 1, 2020, the University will provide a 2% pay range increase.

- d. Effective October 1, 2021, the University will provide a 2% pay range increase.
6. **STEP INCREASES:** Employees are eligible for a step increase upon completion of an additional task/grouping competency as described in Article 32, TRAINING AND ADVANCEMENT IN A SERIES.
7. The parties agree to meet and no later than August 1, 2020 to discuss wages for 2020-2021 and 2021-2022.

Article 34 SHIFT DIFFERENTIAL

A. EVENING (second) SHIFT

A shift differential of sixth-eight cents (\$.68) per hour worked shall be paid to employees whose shift starts on or after 2:00 p.m. and before 4:00 p.m.

B. NIGHT (third) SHIFT

A shift differential of ninety-five cents (\$.95) per hour worked shall be paid to any employee whose shift starts on or after 10:00 p.m. and before 12:00 midnight.

C. SHIFT DIFFERENTIAL

If, by mutual agreement, an employee's work hours are adjusted so that the employee's work schedule overlaps two (2) shifts, the employee shall be paid differential at the prevailing rate of both shifts.

ARTICLE 35 MILITARY LEAVE

A. TEMPORARY MILITARY LEAVE FOR ACTIVE-DUTY TRAINING

1. Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty for training for a period not to exceed one hundred eighty (180) calendar days, including time spent traveling to and from such duty. Such leave is not granted for inactive duty such as regular weekly or monthly meetings or drills required to maintain reserve status. However, unpaid leave may be granted for such meetings and drills or the employee may elect to use vacation leave.
2. **Eligibility For Pay** – An employee granted leave for military reserve training is entitled to receive regular University pay for up to thirty (30) calendar days, but not to exceed the actual period of active duty for training, provided:
 - a. The employee has at least twelve (12) months of continuous University service

immediately prior to granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and

- b. Such payment, in addition to University payment for extended military leave and for military leave for physical examinations, does not exceed thirty (30) calendar days' pay in any one fiscal year.
3. The University may require verification of an employee's military orders.
 4. **Part-Time Employee** - An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.
 5. **Ineligible Employee** - An employee not eligible for military leave pay may have such absence charged to accrued vacation, accrued compensatory time off, or the military leave may be without pay.
 6. **Benefits** - An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. 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.
- B. 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.

C. EXTENDED MILITARY LEAVE

1. Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of one hundred eighty (180) days.
2. **Period of Leave** - An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five (5) years. In addition to the initial period of the leave and any extensions thereof in accordance with Section B, leave shall be granted for a period up to six (6) months from the date of release from duty.
3. **Eligibility for Pay** - An employee granted extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of leave provided:
 - a. The employee has at least twelve (12) months of continuous University service immediately prior to the leave (any prior full-time military service shall be included in calculating this University service requirement).

- b. Such payment, in addition to University payment for military reserve training leave and for military leave for physical examinations, does not exceed thirty (30) calendar days' pay in any one fiscal year.
- c. The University may require verification of an employee's military orders.

D. BENEFITS

1. 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 one hundred eighty (180) days. At the end of the one hundred eighty (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 one hundred eighty (180) day period.
2. Sick leave credit shall be retained on the records.
3. Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.
4. 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.
5. 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 E.). Vacation and sick leave accruals and holiday pay shall be granted only in accordance with those articles of this Agreement.

E. PROBATIONARY EMPLOYEE

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

F. REINSTATEMENT

1. 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.

2. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave.

G. EMERGENCY NATIONAL GUARD LEAVE

1. Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in Section C.
2. **Eligibility for Pay** - An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (1) fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for military reserve training leave, extended military leave, and military leave for physical examinations.
3. **Benefits** - An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency 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.

H. REINSTATEMENT

1. 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.
2. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position granted during military leave.

I. PHYSICAL EXAMINATION

1. Military leave with pay shall be granted to an employee in accordance with Sections A.2.b. and C.3.b., 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.
2. 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.

J. 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 Sections D. 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 thirty (30) calendar days' pay for military leave.

ARTICLE 36 WORK-INCURRED INJURY OR ILLNESS

A. GENERAL PROVISIONS

This Article defines the application of sick leave and vacation for employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act, and provides extended sick leave benefits for such employees when sick leave is exhausted and employees are still unable to work because of such injury or illness.

1. An employee unable to perform the normal duties of his or her job due to a work-incurred illness or injury compensable under the California Workers' Compensation Act shall be granted leave for the duration of a verified disability but not to exceed six (6) months or a predetermined date of separation, whichever comes earlier. The employee may request, in writing, an extension of the leave up to six months according to Article 9 - Leaves of Absence, Section D.
2. Work-Incurred Injury or Illness Leave runs concurrently with Family Medical Leave.
3. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service. 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 accrued 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.
4. An employee shall notify his or her supervisor of the need for leave for a work-incurred injury or illness, or any extension of such leave, as soon as practicable after the need for such leave or extension is known. This notification shall include written medical certification of the need for such leave or extension, and the anticipated return to work date.

B. EXTENSIONS OF WORK-INCURRED INJURY OR ILLNESS LEAVE

In the event an employee requires an extension to his or her work-incurred injury or illness leave, the employee shall provide the University with a statement from his or her licensed health care practitioner of the need for the extension and the anticipated return to work date.

1. Such a statement must be provided 10 calendar days prior to the date the employee was previously scheduled to return to work.
2. In the event prior notice is not provided, the University will not pay extended sick leave to the employee for the period between the previously scheduled return date and the date the statement is received.

C. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

1. Prior to returning to work, an employee granted a work-incurred injury or illness leave must provide the University with a statement from his or her licensed health care practitioner of the employee's ability to return to work. When possible, an employee granted a work-incurred injury or illness leave must provide the University with ten (10) calendar days' notice of his or her ability to return to work. If a return to work specifies restrictions, the University will consider what accommodation, if any, will reasonably be made.
2. If the position held has been abolished during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished.

D. 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.

E. EXTENDED SICK LEAVE

1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty 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 80% of basic salary plus shift differential, shall be supplemented to 80% by extended sick leave payments, provided the employee continues to be medically authorized for

Worker's Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one (1) injury or illness.

2. An eligible employee who does not have sufficient accrued sick leave to cover the three calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payments to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.
3. An employee who elects not to use all sick leave is not eligible for extended sick leave benefits.

F. EFFECT ON PAY STATUS

1. Supplemental Leave

An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in Section D. 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

- a. An employee who is receiving temporary disability payments and extended sick leave benefits as described in Section E. above is considered to be on regular pay status for purposes of application of provisions of this Agreement, except completion of the probationary period.
- b. Sick leave and vacation accrued during this period is credited to the employee only upon return to work. However, if an employee separates without returning to work, the employee shall be paid for vacation accrued during 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.

G. 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.

H. LIGHT DUTY

Subject to operational considerations and budgetary constraints, the University may, on a case-by-case basis, place an employee in a temporary assignment consistent with documented medical restrictions when the employee has experienced work related injuries.

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.

**ARTICLE 37
CATASTROPHIC/COMPASSIONATE LEAVE**

- A. The University will maintain local catastrophic leave programs for members of the Library Bindery unit.
- B. At every campus/hospital/Laboratory where a catastrophic leave sharing plan is currently in effect, the plan shall remain in effect for employees eligible under established campus/hospital/Laboratory guidelines. Employees shall be eligible to participate fully in these plans as recipients and donors, consistent with local campus guidelines.

Eligibility for purposes of this article shall mean employees eligible to accrue or use vacation time. When a location proposes to implement or to change the local catastrophic leave program with respect to members of this bargaining unit, it shall provide notice and upon written request from the Teamsters, meet and discuss the proposal.

MEMORANDUM OF THE NEGOTIATORS

EXECUTION OF THE AGREEMENT

**APPENDIX A
DESCRIPTION OF UNIT
(For Historical Purposes Only)**

The University recognizes the Union as the exclusive representative for matters within the scope of representation for all employees classified in the following title codes as certified by PERB:

8871 Press Foreperson
8872 Press Shift Leader/6 Color Press Operator/Web Operator
8873 4 Color Press Operator
8874 2 Color Press Operator
8869 1 Color Press Operator
8875 Assistant Press Operator
8876 General Helper
8813 Prepress Foreperson
8814 Prepress Shift Leader/Prepress Technical Expert
8815 Digital Prepress Technician
8817 Service Bureau Technician
8818 Digital Machine Operator/Assistant Prepress Technician
8805 Edition Bookbindery Foreperson
8806 Edition Bookbindery Shift Leader/Edition Bookbindery Technical Expert
8807 Senior Edition Bookbinder
8808 Edition Bookbinder
8819 Prepress Technician Apprentice
8842 Principal Library Bookbinder
8809 Assistant Edition Bookbinder
8810 Edition Bookbinder Apprentice
8842 Principal Bookbinder
8843 Senior Library Bookbinder
8844 Library Bookbinder
8845 Assistant Library Bookbinder
8847 Library Bookbinder Apprentice
8877 Press Operator Apprentice

**APPENDIX B
LIST OF ARBITRATORS**

The arbitrator will be selected from the following:

Charles Askin
31 Loma Vista
Walnut Creek, CA 94597
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APPENDIX C

**Library Bindery Tasks-Classification 4
June 12, 2018**

APPENDIX C
UC Library Bindery Task-Classification June 12, 2018

Families Completed		TASK NAME	Target units/hour	"7F"	"AA"	"S&"	"C2"	"ZZ"	"H%"	"12"
				5	3	5	3	2	2	3
1	1	Orientation		✓	✓	✓	✓	✓	✓	✓
2		Time Tracking	✓	✓	✓	✓	✓	✓	✓	✓
3		Station Set-up	✓	✓	✓	✓	✓	✓	✓	✓
4		Clean-up	✓	✓	✓	✓	✓	✓	✓	✓
5		PPE	✓	✓	✓	✓	✓	✓	✓	✓
60		Shop Safety	✓	✓	✓	✓	✓	✓	✓	✓
9	3	FINAL PROCESSING		✓	✓	✓	✓	✓	✓	✓
10		Round/Crease Covers	135	140		156	110		208	X
11		Casing In	57	58		48	57			
12		Pressing Off	85	96	90	83	86	71	86	109
13		Inspecting	43	41	38	35	43	40	48	50
24	7	SERIALS								
25		Check In: Serials	112			X			112	136
26		Preparation: Serials	16			X			14	16
14	4	MONOGRAPHS								
15		Backtrimming	30		47	X			28	32
16		Check In: Monograph	150					X	135	164
17		Preparation: Monograph	21					29		21
6	2	FORWARDING								
7		Sew Thru the Fold, end sheets	2							
8		Cutting End Papers	49	53		57	18	61		
29	9	SIZE, MEASURE, ROUND								
30		Handboard Cutting/Number	52	55		47	14	52		66
31		Pulling/Trim Liners	82	125			73	76		119
32		Super & Line	47					44		60
18	5	MYLAR - TEXT PAGES								
19		Endsheet Folding/Collect	71	130		X		70	73	X
20		Finish Trimming	56	x		56				X
21	6	MYLAR - COVERS								
22		Marking/Gluing Up	49	49		59	48			X
23		Rounding and Backing	96	102		96				
27	8	ULTRABIND SUPPORT								
28		Check In: Mylar	84	88	85	X	X	X	78	48
33	10	LETTERING COVERS								
34		Preparation: Mylar	13		14				19	
35		Fan Gluing	76	35	76			82	X	
36		Photocopy Mylar Covers	158	130	145	177	170			
33	10	LETTERING COVERS								
34		Mylar Cvs, trim/number	102	93	103	164	101			
35	10	LETTERING COVERS								
36		Laminating Covers	87	87		109				
33	10	LETTERING COVERS								
34		ES Monitor, Ultrabind	105	124	82	101	X	105	101	100
35	10	LETTERING COVERS								
36		Unload, Ultrabind	89	99		87	92	81	X	
33	10	LETTERING COVERS								
34		Cloth Lettering	34				34			
35		Hand Fall Stamping								
36		Proof Reading	49			49	56			45
36	10	LETTERING COVERS								
36		Format book covers for printing	✓				✓			