

ARTICLE 48 WORK RULES

A. GENERAL PROVISIONS

For the purpose of general definition under this article, work rules shall be understood to mean rules governing work determined by the University to be required for the purpose of ensuring the orderly and efficient operation of the University and for ensuring the health and safety of employees and others. Work rules promulgated by the University shall be consistent with the provisions of the Agreement. Work rules may be implemented only for reasons of bona-fide business and/or health and safety necessity.

B. BACKGROUND CHECKS

Background checks shall be subject to the provisions of this article. In addition:

1. No incumbent employee shall be required to disclose nor shall any University Background check investigate an arrest, detention or report of abuse that did not result in a conviction as part of a background check unless such information is permitted or required by law.
2. Appointment to a critical position is contingent upon the University's determination that a background check is complete and sufficient.
3. With the exception of employees who have contact with children under 18 or dependent adults or have direct responsibility for care, safety or security of patients in medical facilities, no background check shall be conducted on information pre-dating the report by more than seven years.
4. An incumbent in a position shall not be subject to a background check unless:
 - a. The University changes the duties of the position such that the position is designated critical or
 - b. Applicable laws or regulations require a background check.
5. Background checks are limited to:
 - a. Criminal conviction records, in any,
 - b. Credit checks for positions that require POST certification, bonding or equivalent for self-insurance purposes, or where required by law or external regulations. Absence of a credit history shall not be taken into consideration as evidence of an unsatisfactory credit check.
 - c. Motor vehicle checks for positions that require, in the employee's job description, operation of a vehicle(s), and

- d. Verification of license, certificate or degree required for position.

C. CONFIDENTIALITY AND ACCESS TO BACKGROUND CHECK INFORMATION

1. Information obtained as a result of any background check shall be kept in a separate file from the employee's personnel file. Such files, both paper and electronic, shall be maintained in a confidential manner by the Campus Police Department and/or the Human Resources Department. Once the position has been filled the University agrees to destroy all such background records within one year except the record relied upon to deny appointment to the position; the record relied upon to deny appointment is to be kept for two years or until the conclusion of any related grievance/litigation.
2. With regard to promotions and transfers, if any employee is selected as a final candidate for a critical position, and the University determines that the background check information prevents the employee's selection, the employee may request and receive a copy of his/her background check results and a copy of this section of the contract. The campus/hospital/Laboratory⁸ shall provide the employee prior to making the final decision, a free copy of the report relied upon for the initial non-selection and a written description of the employee rights to challenge the veracity of the report. The employee shall have 10 days to respond in writing before the final University decision is made and the employee's response is to be attached to the confidential file.

D. POSTING OF OPEN CRITICAL POSITIONS FOR PROMOTION AND/OR TRANSFER

1. Posting of an open critical position shall identify that a background check is required to successfully complete the application process.
2. A separate disclosure form with a summary of the employee rights shall be issued to the employee at the time he or she is asked to sign the disclosure form. The form shall contain the purpose for requesting the information, the consequences, if any, of not providing the information, and the employee's right of access to the records.

E. RECLASSIFICATION OF EMPLOYEES TO CRITICAL POSITIONS

1. If a campus/hospital/Laboratory determines any incumbent employee positions(s) is to be designated as critical, or that an incumbent employee is proposed to be reclassified to a critical bargaining unit position, the employee(s) and CUE shall be notified. Such determination shall be considered a change in work rules.

- F.** The University will provide CUE a list by campus of employees by titles in critical positions in the unit no later than February 28, 2001.

G. NOTICE

At least forty-five (45) calendar days prior to the implementation of new or changed work rules, the University shall inform CUE. Upon receipt of a written request from CUE received within thirty (30) calendar days of notice, the campus/hospital/laboratory shall meet and discuss the proposed work rules with CUE prior to the proposed implementation date. The University shall provide responses to alternatives suggested by CUE. Such responses shall be in writing if requested by CUE.

H. APPLICATION AND GRIEVABILITY

1. The University will reasonably enforce its work rules as to employees who are on pay status.
2. In the event the University's enforcement/application of its work rules is inconsistent with any portion of this Article, a grievance may be filed in accordance with the provisions of Article 7, Grievance Procedure, and appealed to Arbitration in accordance with the provisions of Article 3, - Arbitration Procedure of this Agreement.
3. In the event the application of a work rule is appealed to arbitration, the Arbitrator shall have no authority to newly fashion or to modify the work rule. Nothing shall limit the arbitrator's authority to consider or comment on any issue relevant to the case when rendering decision and related remedy.