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# AGREEMENT

This Agreement is entered into by and between The Regents of the University of California, a corporation, (hereinafter referred to as the "UNIVERSITY" or "MANAGEMENT") and the Alameda County Building and Construction Trades Council, AFL-CIO (hereinafter referred to as the "UNION").

## ARTICLE 1 RECOGNITION

The UNIVERSITY recognizes the UNION as the exclusive bargaining agent for matters within the scope of representation for all employees classified as:

(At Lawrence Berkeley National Laboratory):

902.3 SHEET METAL WORKER  
906.3 WELDER  
910.3 PRINCIPAL PLANT MAINTENANCE TECHNICIAN  
910.4 SPECIALIST PLANT MAINTENANCE TECHNICIAN  
910.5 LEAD PLANT MAINTENANCE TECHNICIAN  
920.5 LABORER SPECIALIST  
925.3 RIGGER  
925.5 LEAD RIGGER  
930.3 CARPENTER/LOCKSMITH  
930.5 LEAD CARPENTER/LOCKSMITH  
930.6 PLANNER/ESTIMATOR  
940.3 ELECTRICIAN  
940.5 LEAD ELECTRICIAN  
942.3 ELEVATOR MECHANIC  
942.5 LEAD ELEVATOR MECHANIC  
950.3 PLUMBER/FITTER  
950.5 LEAD PLUMBER/FITTER  
952.3 AIR CONDITIONING/REFRIGERATION MECHANIC  
952.5 LEAD AIR CONDITIONING/REFRIGERATION MECHANIC  
960.3 PAINTER  
960.5 LEAD PAINTER  
970.5 LEAD LIGHTING SPECIALIST  
980.5 GARDENER SPECIALIST  
906.5 LEAD WELDER  
902.3 LEAD SHEET METAL WORKER  
970.3 LIGHTING TECHNICIAN

(At University of California, Berkeley):

8126 SHEET METAL WORKER  
8142 MACHINIST LEADWORKER  
8143 MACHINIST  
8151 INSPECTOR-PLANNER-ESTIMATOR  
8190 PLUMBER/PIPEFITTER LEADWORKER  
8191 PLUMBER/PIPEFITTER  
8192 STEAMFITTER LEADWORKER  
8193 STEAMFITTER/REFRIGERATION MECHANIC  
8194 ELECTRICIAN LEADWORKER  
8195 ELECTRICIAN  
8159 ELEVATOR MECHANIC  
8188 LEAD ELEVATOR MECHANIC  
8196 CARPENTER/LOCKSMITH LEADWORKER  
8197 CARPENTER/LOCKSMITH  
8141 INSULATION WORKER  
INSULATION LEADWORKER  
8198 PAINTER LEADWORKER  
8199 PAINTER  
8200 GLAZIER  
GLAZIER LEADWORKER  
8252 ASSISTANT CHIEF STATIONARY ENGINEER  
8255 STATIONARY ENGINEER LEADWORKER  
8253 STATIONARY ENGINEER  
8189 ROOFER  
ROOFER LEADWORKER  
8135 EQUIPMENT OPERATING ENGINEER  
EQUIPMENT OPERATING ENGINEER LEADWORKER  
8176 CEMENT MASON  
SHEET METAL LEADWORKER  
GARDENER SPECIALIST  
WINDOW TREATMENT FABRICATOR & INSTALLER

at the University of California at Berkeley (hereinafter referred to as the "CAMPUS") and the Lawrence Berkeley Laboratory (hereinafter referred to as the "LABORATORY") excluding employees designated as managerial, supervisory, and confidential (as originally certified in PERB Decision No. 242-H, 9-30-83. It is further recognized that only those classifications listed above will perform the work as specified in Article 2: Scope of Agreement. This does not preclude performance of cross-craft tasks that are incidental to the work being performed, or preclude supervisors from performing bargaining unit work for instructional purposes or during emergencies.

Copies of current bargaining unit position descriptions will be provided to the Union and will remain in effect until revised or modified by the University. Advance copies of any revised or modified position descriptions will be provided to the Union.

The term "employee" and "employees" as used in this Agreement shall refer only to employees mentioned above who are within the bargaining unit covered by this Agreement.

## **ARTICLE 2**

### **SCOPE OF AGREEMENT**

This Agreement shall cover employees involved in the performance of work on plant buildings and facilities at the CAMPUS and LABORATORY, which has historically and traditionally been performed by UNIVERSITY skilled craft employees over which the UNIVERSITY possesses the right to control. Employees not covered by this Agreement include CAMPUS and LABORATORY workers performing work directly related to research or experimental projects; provided, however, that when CAMPUS or LABORATORY employees are assigned to install any utility services or feeder lines (up through the final services system isolation, disconnect, or absolute control point), they shall be skilled crafts employees.

## **ARTICLE 3**

### **DUES DEDUCTIONS**

1. Union dues, regular and general assessments, and standard initiation fees shall be deducted by the UNIVERSITY from the salary of each unit employee who has properly completed and submitted to the CAMPUS or LABORATORY accounting office an Employee Organization Membership Payroll Deduction Authorization Form. The UNIVERSITY will prepare for each local affiliate of the UNION a dues deduction check within 21 days of the issuance of the paycheck from which the charges were deducted. All local affiliate checks will be submitted to the Alameda Building and Construction Trades Council Secretary-Treasurer.
2. The UNIVERSITY will charge each local affiliate \$5.00 for each check issued and \$.07 for each deduction made from a paycheck.
3. 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 that the UNIVERSITY will be saved and held harmless from liability for any errors in withholding or transmitting dues 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.

4. University employees in the bargaining unit who choose not to become members of the UNION shall as a condition of employment be required to pay a fair share fee. The amount of the fee shall be determined by each local affiliate union and shall not exceed the monthly dues that are payable by working members of that union. The amount of the fair share fee shall be deducted by the University from the wages or salary of the employee and paid to the affiliate unions. The UNION will inform the UNIVERSITY in writing of the fair share fee amount (s) at least thirty calendar days prior to the date the first deduction will be taken.
5. An employee who is a member of a *bona fide* religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION as a condition of employment. For an employee to which this provision is applicable a monthly sum equal to the amount of fair share service fee shall be deducted and provided to one of the following for non-religious, non-labor charitable organizations of the employees choosing:

--Berkeley Pledge

--Christmas in April

--California Special Olympics

--Make a Wish Foundation

This list of organizations can be changed through mutual agreement between the UNIVERSITY and the UNION.

The UNION will be responsible for determining whether an employee qualifies as a “conscientious objector,” for remitting the employees fair share fee to the appropriate charity and for providing proof of payment to the UNIVERSITY.

6. The provisions of paragraph three in this article shall apply to fair share fee deductions.
7. Within sixty days after the end of its fiscal year, each affiliate Union shall annually provide the Berkeley Campus Labor Relations Manager and make available to members of that affiliate the financial reports it submits pursuant to The Federal Labor Management Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.).
8. In the event that the fair share provisions of the Higher Education Employer-Employee Relations Act (amendments to HEERA BY SB 645, 1999) are declared invalid or void

by statute or judicial decision, the parties agree that the understandings codified in Sections 4, 5, 6, and 7 of this article will be null and void.

## **ARTICLE 4**

### **STEWARDS**

1. A Steward shall be a working journeyman designated by the UNION. The UNION shall appoint one Steward at the CAMPUS and one Steward at the LABORATORY for each skilled craft and/or departmental group. In addition, one Chief Steward shall be appointed for the CAMPUS and one Chief Steward for the LABORATORY to act as the on-site UNION liason. The identity of Stewards will be formally communicated to the respective Labor Relations Office within five (5) days of the designation.
  
2. Stewards shall attempt to adjust amicably minor differences or misunderstandings arising out of the interpretation or application of this Agreement. Such duties shall be performed as expeditiously as is reasonably possible. The duties of a Steward shall include investigation and communication with a UNION representative concerning violations of this Agreement, and the adjustment of minor grievances; provided, however, that a Steward shall have no power to vary the terms of this Agreement or bind the UNION to an interpretation thereof. Stewards shall be permitted reasonable time during working hours to perform these duties which cannot be performed at any other time. Stewards shall notify their immediate supervisor prior to conducting these duties during working hours, and receive approval. Approval will only be denied for business reasons. In such cases, the supervisor and steward will make arrangements for an alternate time. Failure to request and receive approval will result in a denial of release time. Repeated failures will result in a request to the UNION to replace that steward with another of their members choosing. All other union business will be conducted during the non-duty time of the steward.

Monthly stewards meetings will be on non-duty time. However, stewards will be allowed a reasonable period of time (up to 15 minutes) to return to work following the stewards meeting.

3. The relationship of a shop Steward being unique in the employer-employee relationship, the Steward is subject to pressures which require that his/her employment be given extra protection. In a craft where two (2) or more journeymen and/or apprentices are employed and the UNION appoints a Steward, he or she shall not be subject to layoff until there are less than two (2) journeymen and/or apprentices performing work in that craft excluding leadpersons or employees with special skills.

## **ARTICLE 5**

### **ACCESS TO THE WORK PLACE**

Business agents designated by the UNION shall, with prior notice to either the designated office or the respective department head, have access to all job sites within the areas covered by this Agreement for the sole purpose of determining whether the terms and conditions of this Agreement are being observed. Such access shall not result in any interruption or interference of work. Safety and/or security obligations of the UNIVERSITY must be complied with by the UNION. The UNIVERSITY under no circumstances shall deny or unreasonably delay access by reason of such safety and/or security procedures. The UNIVERSITY will provide the UNION with the name(s) and telephone number(s) of the designated offices at each site.

## **ARTICLE 6**

### **APPRENTICESHIP**

The UNION and UNIVERSITY recognize the value in apprenticeship programs. Programs in crafts selected by the UNIVERSITY and the UNION will be established during the term of this Agreement.

## **ARTICLE 7**

### **NON-DISCRIMINATION IN EMPLOYMENT**

Within the limits imposed by law or UNIVERSITY regulations, the provisions of this Agreement shall be applied to all members of the unit without regard to race, color, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, status as a Vietnam-era veteran or special disabled veteran, age, or citizenship.

For purposes of this Article only, medical condition means any health impairment related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured based on competent medical evidence.

Complaints alleging unlawful discrimination will be limited to the provisions of this Agreement which are otherwise subject to the Grievance and/or Arbitration procedures of the Agreement.

Neither the University or Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or not to engage in Union activity. The Union agrees to use the negotiated grievance procedure exclusively to resolve any such complaints otherwise subject to Unfair Practice procedures under HEERA.

## **ARTICLE 8**

### **HIRING**

1. The UNION shall be notified in writing whenever the CAMPUS or LABORATORY has an open position in the bargaining unit it intends to fill. The CAMPUS or LABORATORY will also notify the UNION of all open positions it intends to fill which directly supervise covered positions.
2. All job announcements for open positions covered by this Agreement and for positions that directly supervise unit positions, will be posted in conspicuous locations at the CAMPUS and LABORATORY's Physical Plant Department headquarters.
3. (a) The UNIVERSITY shall have sole responsibility for the selection of an individual or individuals to fill an open position. Lead persons for the craft being hired should be included in the selection process.  
  
(b) Employees desiring to compete for promotional or transfer opportunities shall meet the minimum qualifications for the position in which they are interested. The applicants judged to be best qualified for open positions will be selected for these positions; however, in those cases where qualifications are essentially equal, special consideration will be given bargaining unit applicants to allow for promotional opportunities, provided that Affirmative Action objectives have been met.  
  
(c) A bargaining unit employee who has received notice of layoff from either the CAMPUS or the LABORATORY in accordance with the provisions of Article 19 of this Agreement may apply for an open position at the other location. The applicant judged to be best qualified for the open position will be selected for the position; however, in those cases where applicant's qualifications for the open position are essentially equal, special consideration will be given bargaining unit applicants during their period or recall eligibility, provided that Affirmative Action objectives have been met.
4. Within seven days, the UNION will be notified of all new hires within the bargaining unit.
5. During the term of this Agreement the University will use various methods to procure the services of temporary maintenance workers based on situational requirements and constraints. One such method the University will use is to procure temporary maintenance workers directly from the union hiring hall.

In those instances in which the University uses the hiring hall, it will notify the appropriate union of its needs. Within two working days of the University's request, the union will refer a diverse pool of qualified applicants for the position or positions. The University is free to hire or reject the applicants referred through this process. If the

University does not fulfill its staffing needs after the two-working day union-referral period, other recruitment sources will be utilized.

The use or non-use of the hiring hall shall not be subject to the grievance or arbitration procedure set forth in the collective bargaining agreement unless the exercise thereof violates an express written provision of the agreement.

An employee appointed to work full time for three months or more is eligible to enroll in one of the University's health plans.

6. CAMPUS employees who desire to request a transfer within their classification and Department will submit a formal transfer request to their appropriate Associate Director. When an opening becomes available in the desired location/building or assignment, requests for transfer will be reviewed before people are hired or other employees are transferred to fill the open position. Laid off employees with preferential rehire or recall rights will be given first consideration for any opening. Before any decision to transfer is made, the CAMPUS will post the opportunity in the relevant shop for seven working days.

## **ARTICLE 9**

### **PROBATIONARY PERIOD**

1. Employees shall serve a probationary period of six (6) calendar months of continuous service at one-half time or more without a break in service. **If a probationary employee is injured on the job and is medically restricted from working, the probationary period will be held in abeyance until the employee is medically released to resume the full range of his/her job duties.**
2. For purposes of this Article, a month of service at one-half time or more means a calendar month in which the employee has actually worked 50% or more of the available working hours of that month. Employees who are rehired following a break in service of one calendar year or more shall serve a new probationary period whether or not they previously completed a probationary period.
3. Prior to the completion of the probationary period, an employee may be disciplined or released without cause at the sole discretion of the CAMPUS or LABORATORY and without recourse to the Grievance or Arbitration procedure of this Agreement.
4. Temporary employees shall begin a probationary period upon appointment to a permanent position. If there is no break in service, up to three months of the temporary employment in the same classification shall be counted towards the completion of the probationary period.

## **ARTICLE 10**

### **HEALTH AND SAFETY**

1. If an employee has a reasonable belief that a specific job assignment will result in a real and apparent illness or injury to him/herself, the employee may request, through the immediate supervisor, a determination in writing from the appropriate CAMPUS or LABORATORY office whether or not the assignment is safe. Once a determination has been made by the CAMPUS or LABORATORY that the assignment should not result in illness or injury, the employee must comply with the assignment.
2. The CAMPUS and LABORATORY will maintain a safe environment consistent with standards as established by applicable laws, and the UNION agrees to cooperate with those efforts.
3. The existing Health and Safety Committees at the LABORATORY and at the CAMPUS will continue to review issues of health and safety affecting employees in the unit. Each committee will consider ways in which work performed by members of the unit can be made safer, and will make recommendations to the appropriate CAMPUS or LABORATORY officials. Each committee shall meet as necessary, and review issues of safety affecting employees in the unit. Once approved by the appropriate CAMPUS or LABORATORY official, the policy adopted from the committee's recommendation shall be transmitted to unit members.
4. The parties recognize the success of the current behavior-based, employee-implemented safety training programs at both the CAMPUS (BEAR) and LABORATORY (WOW). For this reason the UNIVERSITY and the UNION are committed to maintaining such programs and encouraging additional innovation along these lines. Disputes concerning safety standards and hazards or the recommendations of the joint committee shall not be subject to the Grievance or Arbitration procedures of the Agreement.
5. Craft employees shall be required to attend one or more craft/safety meeting per month.

## **ARTICLE 11**

### **HOURS OF WORK**

1. The standard workweek consists of seven consecutive days and shall begin at 12:01 a.m. Saturday for the CAMPUS, and 12:01 a.m. Sunday for the LABORATORY, and 12:01 a.m. Monday for Stationary Engineers. The standard work schedule for full-time employees shall be forty (40) hours per work-week, normally scheduled in shifts of eight (8) hours. Meal periods shall consist of thirty minutes and shall not count as timed worked if the employee is completely relieved from duty. Employees who are completely relieved from duty shall not be required to be accessible during the meal

period. Under special circumstances an employee may leave the site for lunch and request a longer lunch break, but only with the approval of the supervisor. The employee must notify the supervisor upon return. Normal hours of work are from 7:00 a.m. to 3:30 p.m. Shifts for Stationary Engineers are: Day, 7:00 a.m. to 3:30 p.m.; Swing, 3:00 p.m. to 11:00 p.m.; and Owl, 11:00 p.m. to 7:00 a.m. Shifts for Plant Maintenance Technicians are: Day, 7:00 a.m. to 3:30 p.m.; Swing, 3:15 p.m. to 11:15 p.m.; and Owl, 11:00 p.m. to 7:00 a.m.

Employees leaving the site during normal work hours must contact their supervisor for approval. In an emergency, the employees may notify the main office if the supervisor is not available.

2. Rest periods not to exceed fifteen minutes, once during each half of an eight-hour shift, will be granted to employees. The time shall not be taken at the beginning or end of a work period, and rest periods shall not be accumulated. Rest periods shall be taken unless operational necessity requires that they be denied.
3. Flexible work schedules may be established by mutual agreement between the UNIVERSITY and the employee upon written request of an individual employee. In all such cases, the supervisor will provide notice to the steward. If the steward objects to the flexible schedule, the parties will meet to discuss the schedule in an attempt to resolve the concerns raised by the steward prior to implementation. Disputes concerning this paragraph are not subject to the Grievance or Arbitration procedures of the Agreement.
4. Upon mutual agreement between the UNIVERSITY and the UNION, the UNIVERSITY may modify work schedules by each craft shop and/or department. These agreements will be documented and will be non-precedential.
5. In the event that a change of shift is necessary, the UNIVERSITY shall make every effort provide at least 72 hours notice. If less than 72 hours notice is provided, that portion of the shift(s) that fall within the 72 hour notice period will be paid at the respective overtime rate.
6. Depending on the nature of work, employees will be allowed reasonable time prior to the end of their shift as appropriate to pick up their tools, clean up the work site, travel to the shop, wash their hands, and change clothes.

## **ARTICLE 12**

### **OVERTIME/ON-CALL**

#### **OVERTIME:**

1. Hours actually worked outside an employee's normal full-time work schedule are overtime.
2. Overtime shall be paid at the rate of one-and-one-half times the employee's straight-time rate; two times the straight-time rate for Stationary Engineers. Work in excess of 12 hours in a given day or more than eight hours on the seventh day of a workweek shall be paid at two times the straight-time rate.
3. To the extent practicable, the UNIVERSITY shall determine the need for overtime work in advance of the day when such work is to be performed. Such overtime shall be posted as soon as practicable before such work is to be performed. Employees interested in working such overtime shall sign the overtime announcement sheet indicating their desire to perform overtime work. In the event more employees than are needed want the overtime work, the work shall be assigned to those employees with the requisite skills, as determined by the UNIVERSITY, who have the least number of accumulated overtime hours worked.

If no employee wishes to perform the overtime work, or if it is not practical to post the overtime assignment, such work shall be assigned among employees in the same classification and department. The employee with the requisite skills, as determined by the UNIVERSITY, with the least amount of seniority shall be required to perform the overtime assignment. Unless excused by the ~~CAMPUS~~ UNIVERSITY, an employee must accept the overtime assignment. Regarding the Physical Plant Project Crew ("Project Crew"): In acknowledgment of the difference in the requisite skills needed to perform maintenance work and construction work currently performed by the Project Crew, all employees engaged in construction work, whether currently in the Project Crew or in different circumstances during the life of this agreement, will be excluded from the performance of overtime work on all campus maintenance projects. Such an overtime limitation would also preclude campus maintenance craftspeople from overtime performing construction work normally performed by the Project Crew or any unit engaged in similar work during the life of this agreement.

Before an overtime assignment is posted or work assigned, the employee(s) working on the project requiring the overtime assignment will be given first option to perform such overtime.

To implement this paragraph, each craft shop will maintain monthly a rolling twelve (12)-month record showing each employee's total overtime hours worked. In

addition, the record for the LABORATORY will include the total overtime hours offered and refused, and the total of both the hours worked and refused. A new employee will be credited with a total equivalent to the highest credits of any employee in the craft shop.

Each year, employees will be given the opportunity to volunteer to work craft-specific overtime that is occasioned by sporting events. Overtime assignments, including alternates, for such events will be determined by a lottery held at relevant craft meetings at least thirty (30) days prior to the initial sporting event. The lottery will be held amongst those employees with the requisite skills, as determined by the UNIVERSITY.

Employees who wish to work emergency overtime, as determined by the UNIVERSITY, will rotate, monthly, the order as to whom, on the crew, is to be contacted first to respond to an emergency. The Lead will maintain the emergency overtime list, for their respective craft and/or shop. S/he will update the list by rotating the craftsperson on the top of the list from the previous month to the bottom of the list for the current month. The Lead will insure that the list is posted with the department entity responsible for dispatching. For the Fire Alarm crews at the LABORATORY only, the following exceptions will apply: the list will be rotated on a weekly basis, and participation is not voluntary. In addition, this procedure eliminates the requirements to maintain a list of overtime worked for the LABORATORY Fire Alarm crews only.

4. If an employee has volunteered for an overtime assignment pursuant to paragraph 3 and is scheduled to work overtime on a non-work day and such work is canceled, he/she shall be paid overtime compensation for a minimum of four (4) hours if he/she does not obtain notice of the cancellation of such work prior to the end of his/her last regular work shift preceding the scheduled overtime.

To qualify for this payment, the employee must confirm such assignment with the appropriate supervisor at the conclusion of the employee's regular work shift immediately preceding such overtime assignment.

5. In lieu of overtime payment as set forth in paragraph 2 above, a CAMPUS employee who has volunteered for an overtime assignment or has been called back in accordance with paragraph 3 of this Article may at CAMPUS management's sole discretion be granted compensatory time off for such overtime hours. The decision to grant or pay compensatory time off shall be made by the CAMPUS and shall be a final decision not subject to the Grievance or Arbitration procedures set forth in this Agreement. Scheduling of compensatory time off shall be by mutual agreement of the employee and the supervisor.
6. When an employee, after leaving the premises, is ordered back to work without prior notice or when prior notice is given, but the work begins at least four (4) hours after

the completion of the employee's work schedule, the employee shall receive credit for a minimum of four (4) hours of actual work time.

This four-hour minimum call-back provision does not apply to work which begins four hours or less before the beginning of the employee's regularly assigned work schedule.

7. There is no pyramiding of overtime payments.
8. Leadpersons shall be compensated for 30 minutes at the appropriate overtime rate if directed outside their regularly scheduled work hours to telephone in other employees to cover emergency work. If a supervisor or designee calls an employee for assistance on a matter requiring trade knowledge, the employee will be compensated 30 minutes overtime at the appropriate overtime rate.
9. If an employee works eight (8) hours of overtime immediately following the end of the employee's normal assigned shift, a minimum of ten (10) hours will be allowed before the employee must report for work. The employee may then choose to either complete the remainder of the normal assigned shift and be paid for the actual number of hours worked or to work eight (8) hours at the straight-time rate. Nothing in this paragraph shall restrict or otherwise prescribe the number of overtime hours that may be assigned to an employee.

#### **ON-CALL:**

On-call is time during which a bargaining unit employee is required to restrict activities and be available for immediate return to work. A bargaining unit employee is not considered to be in on-call status unless he or she has previously been scheduled by the UNIVERSITY for the assignment. The UNIVERSITY retains the exclusive right to determine the need for and the assignment of on-call time. Nothing in this paragraph guarantees that an employee on on-call status must be called in to perform the assigned available work. Time spent in on-call status, but not actually worked, is not considered as time worked or time on regular pay status. A bargaining unit employee called in to work from on-call status shall report promptly and shall be assigned by the UNIVERSITY to perform available work. A bargaining unit employee in on-call status who is called in to work shall be guaranteed a minimum of four (4) hours of work, or four (4) hours of pay in lieu of work, for each occurrence of call-in. On-call status does not constitute overtime.

The on-call pay rate is \$2.30 per hour for all classifications. Effective October 1, 2003 and each year thereafter, the on-call pay rate will be increased \$0.30 for all classifications until it reaches a final amount of \$3.50 per hour.

## **ARTICLE 13**

### **SHIFT DIFFERENTIALS**

1. An employee in a UNIVERSITY classification contained in the Recognition Article in this Agreement will be paid shift differential when required to work on an assigned swing shift or owl shift.
2. The swing shift shall consist of the hours from 3:00 p.m. to 11:00 p.m. and an owl shift from 11:00 p.m. to 7:00 a.m..
3. Shift differentials will be as follows:
  - (a) Swing — 7½% of the employee's base rate of pay
  - (b) Owl — 15% of the employee's base rate of pay

For the LABORATORY only:

1. An employee in a LABORATORY classification contained in the Recognition Article in this Agreement will be paid shift differential when required to work on an assigned swing shift or owl shift.
2. For purposes of computing shift pay, a swing shift shall consist of the hours from 4:00 p.m. to 12:00 midnight and an owl shift from 12:00 midnight to 8:00 a.m. To qualify for payment of shift differential, a minimum of four hours must be scheduled during the above periods. Employees working overlapping shifts receive premium pay for the shift during which most of the time is worked.
3. Shift differentials will be as follows:
  - (a) Swing — 7½% of the employee's base rate of pay
  - (b) Owl — 15% of the employee's base rate of pay

## **ARTICLE 14**

### **OUT OF CLASS ASSIGNMENT**

**Relief In Higher Classification.** Any employee who has been assigned in advance by his/her supervisor to assume the duties of a higher classification (i.e. Lead, Planner-Estimator, Supervisor) and who, pursuant to such assignment does assume and perform the duties and responsibilities of the higher classification, shall be compensated at the pay rate for the higher classification, for the duration of that assignment.

**Cross-Craft Work.** Except as provided for in article 1, employees will not perform cross-craft work.

## **ARTICLE 15**

### **VACATION**

1. An employee appointed at fifty (50) percent or more of full-time for a period of six months or more is eligible to earn vacation from the date of the appointment. An employee who is not eligible to earn vacation by the nature of the appointment becomes eligible to earn vacation after six continuous months in pay status at fifty (50) percent or more and shall then be credited with vacation for the six-month period.
2. An employee must be on pay status for at least one-half of the working hours of a month to earn vacation credit for that month. Vacation credit is earned at the following rates:
  - (a) ten (10) hours per month for an employee with less than 120 months of qualifying service;
  - (b) twelve (12) hours per month for an employee with at least 120, but less than 180, months of qualifying service;
  - (c) fourteen (14) hours per month for an employee with at least 180, but less than 240, months of qualifying service; and
  - (d) sixteen (16) hours per month for an employee with 240 months or more of qualifying service.
3. A month of service at one-half time or more is a month of qualifying service. Time on military leave from the UNIVERSITY is included. Vacation credit shall be accrued by an eligible employee during leave with pay.
4. Vacation credit for each month shall accrue on the first day of the following month except that an eligible employee who is terminating UNIVERSITY service accrues proportionate vacation through the last day on pay status. Vacation is earned proportionately for work in excess of fifty (50) percent, but less than full-time. (See Chart at the end of this Article.)
5. An employee can accrue vacation credit up to a maximum number of hours equal to two times the yearly accrual rate for a full-time employee with the same number of years of qualifying service. During the month that an employee will earn vacation credit exceeding this maximum, the UNIVERSITY, consistent with operational requirements, will schedule vacation time off for the employee to the extent necessary to prevent an over maximum accumulation.

If vacation leave is not scheduled, the UNIVERSITY will then pay the employee at his or her current hourly rate for those hours which accrue over the maximum.

6. Time spent on pay status in excess of forty (40) hours in any work week does not earn extra vacation credit.
7. An employee who earns vacation from the date of the appointment shall not use such vacation until completing six (6) continuous months on pay status at fifty (50) percent time or more in each month.
8. A person employed by the State of California who has completed six (6) months of State service at one-half time or more who begins work for the UNIVERSITY within fifteen (15) calendar days of leaving State service shall not serve another waiting period for vacation credit. A person who has previously completed the waiting period in this bargaining unit and who is re-employed after a break in service of less than six (6) months or who is recalled from layoff during the period of eligibility shall not serve another waiting period to use vacation.
9. Vacation leave shall be scheduled at the convenience of the CAMPUS or LABORATORY. An employee wishing to take accrued vacation shall notify his/her supervisor of the dates on which the vacation is desired. The Department will make every effort to grant vacation as requested. If an employee is approaching the maximum vacation credit which may be accrued, the employee, upon request, shall be granted a vacation. Vacation credit shall not be used prior to the time it is accrued.

#### 10. Vacation Payment Upon Layoff

For the CAMPUS:

An employee with accrued vacation credit who is placed on layoff shall be paid on an extended time basis for any accrued vacation prior to the effective date of the layoff.

For the LABORATORY:

An employee with accrued vacation credit who is placed on layoff shall be paid his or her accrued vacation on the effective date of his or her layoff.

11. An employee leaving the LABORATORY to accept a position at any other UNIVERSITY campus shall be paid his/her accrued vacation credit through the employee's last day of work. A campus employee leaving this unit to accept another campus position shall, if otherwise eligible, have any accrued vacation leave transferred if the employee is moving to a position where vacation is accrued. An employee entering the unit from other than a LABORATORY position shall retain the vacation leave accumulations earned in the previous UNIVERSITY position.
12. 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.

13. If vacation leave is to be used as part of an approved medical or family leave, the request for the use of vacation leave must comply with the notice and certification requirements for requesting medical or family leave.

## VACATION CREDIT TABLES

Table A

<b>Vacation Credit for Employees Having Less than 120 Months of Qualifying Service</b>	
Percent of Time on Pay Status	Hours of Vacation Earned
0 — 49	0
50 — 54	5
55 — 64	6
65 — 74	7
75 — 84	8
85 — 94	9
95 — 100	10

Table B

<b>Vacation Credit for Employees Having at Least 120, but Less Than 180 Months of Qualifying Service</b>	
Percent of Time on Pay Status	Hours of Vacation Earned
0 — 49	0
50 — 54	6
55 — 62	7
63 — 70	8
71 — 79	9
80 — 87	10
88 — 95	11
96 — 100	12

## VACATION CREDIT TABLES

Table C

<b>Vacation Credit for Employees Having at Least 180, but Less Than 240 Months of Qualifying Service</b>	
Percent of Time on Pay Status	Hours of Vacation Earned
0 — 49	0
50 — 53	7
54 — 60	8
61 — 67	9
68 — 74	10
75 — 82	11
83 — 89	12
90 — 96	13
97 — 100	14

Table D

<b>Vacation Credit for Employees Having 240 or More Months of Qualifying Service</b>	
Percent of Time on Pay Status	Hours of Vacation Earned
0 — 49	0
50 — 53	8
54 — 59	9
60 — 65	10
66 — 71	11
72 — 78	12
79 — 84	13
85 — 90	14
91 — 96	15
97 — 100	16

## **ARTICLE 16**

### **HOLIDAYS**

1. The CAMPUS and LABORATORY observe the following days as administrative holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day (at the LABORATORY, subject to DOE approval)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
and one administrative holiday to be selected by the CAMPUS or LABORATORY.

2. The CAMPUS and LABORATORY will observe the administrative holidays as published annually. Unless an alternate day is designated by the CAMPUS/LABORATORY, when a holiday falls on Saturday the preceding Friday is observed as the holiday, and when a holiday falls on Sunday the following Monday is observed as the holiday.
3. By charging time off to accrued overtime, accrued vacation or leave without pay, an employee may observe a special or religious holiday if the CAMPUS or LABORATORY determines that work schedules permit.
4. A full-time employee who does not work due to a holiday listed in Section 1 above shall be paid for eight (8) hours at the regular straight-time rate of pay. A full-time employee required to work on a holiday listed in Section 1 above shall be paid at the straight-time rate for the hours actually worked. In addition, at the option of the CAMPUS or LABORATORY, the full-time employee shall receive either eight (8) hours compensatory time off or eight (8) hours of holiday pay at the overtime rate.
5. A full-time employee who does not work and whose regular day off falls on a holiday listed in Section 1 above shall receive another paid day off in lieu of the to be mutually scheduled between the employee and the supervisor.
6. If a holiday falls during an employee's scheduled vacation, it shall not be counted as a day of vacation.
7. To be eligible for holiday pay, an employee must have been on pay status on the employee's last scheduled workday before the holiday and first scheduled workday after the holiday.

An employee on pay status for at least fifty (50) percent time or more earns holiday pay. Holiday pay for part-time employees is in accordance with the following table:

Table E

Percent of Time on Pay Status	Hours of Holiday Pay
50 — 56	4
57 — 68	5
69 — 80	6
81 — 93	7
94 — 100	8

8. New and rehired full-time employees shall receive pay for any holiday immediately preceding the employee's first day of work if the holiday is the first working day(s) of the month. A terminating full-time employee shall receive holiday pay for any holiday immediately following the employee's last day of work provided the holiday is the last working day(s) of the month. A full-time employee on approved leave without pay, of not more than twenty (20) calendar days, including holidays, or on a temporary layoff of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday which occurred during that period. No employee shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence or a disciplinary suspension.

## **ARTICLE 17**

### **SICK LEAVE**

1. Sick leave is to be used for personal illness or disability, medical appointments, and, as provided below, for illness or death of a family member. An employee who is out three days or more, or whose sick leave usage is determined by the UNIVERSITY to be excessive or patterned, may be required to submit satisfactory proof of the event occasioning the use of sick leave.
2. An employee on pay status for at least one-half of the working hours of the month shall earn sick leave for that month. The number of hours earned shall be based on the number of hours on pay status that month up to a maximum of eight (8) hours per month for full-time employment. Overtime hours shall not be counted in calculating monthly sick leave earnings.
3. Sick leave may be accumulated without limit. Sick leave shall accrue on the first day of the following month except that an employee terminating service who is eligible for sick leave

shall accrue proportionate sick leave through the last day on pay status according to the following table:

Table F

Percent of Time on Pay Status	Hours of Sick Leave Earned
0 — 49	0
50 — 56	4
57 — 68	5
69 — 80	6
81 — 93	7
94 — 100	8

4. (a) Sick leave shall not be used prior to the time it is accrued nor shall sick leave be used beyond a predetermined date of separation or leave without pay. Sick leave is allowed for pregnancy-related illness or disability, but not beyond a predetermined date of separation or during leave without pay. A pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she can no longer work, or the date of delivery (whichever is earlier) is entitled to use accrued sick leave beginning at that time and continuing through the period she is physically unable to perform the normal duties of her job.
  - (b) An employee shall be allowed to use not more than thirty (30) calendar days of accrued sick leave in any calendar year when required to be in attendance or to provide care, because of the illness of the employee's spouse, parent, child, sibling, grandparent, or grandchild. In-laws and step-relatives in the relationships listed are also covered. This paragraph also covers other related persons residing in the employee's household.
  - (c) Up to forty (40) hours of accrued sick leave per year may be used when the employee's attendance is required due to the death of the employee's mother, father, husband, wife, son, daughter, brother or sister; or of any other related person who is residing in the employee's household.
  - (d) 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 accrued sick leave for that personal illness. Illness of a family member is not covered during the employee's vacation.
5. An employee who leaves this unit shall have any accrued sick leave transferred if the employee is moving to a position where sick leave is accrued and can be transferred. An employee who leaves this unit to a position which does not accrue sick leave or to which

sick leave cannot be transferred shall have the employee's accrued sick leave held in abeyance. If the employee should subsequently return to a position within the bargaining unit, the previously accrued sick leave will be restored.

An employee who enters this unit shall retain the sick leave accumulations earned in the UNIVERSITY position held prior to the movement.

6. An employee who is recalled from layoff within the employee's period of recall eligibility shall have all accrued sick leave from prior service reinstated. An employee re-employed into a bargaining unit position after a break in service of fifteen (15) calendar days or less shall have all sick leave accrued from prior service reinstated. If reemployment reoccurs after a break in service of sixteen (16) calendar days or more, but less than 180 calendar days, prior sick leave up to a maximum of eighty (80) hours shall be reinstated. If a break in service is of 180 calendar days or more, the prior accrued sick leave shall not be reinstated.
7. If sick leave is to be used as part of an approved medical or family leave, the request for the use of sick leave must comply with the notice and certification requirements for requesting medical or family leave.

## **ARTICLE 18**

### **ADMINISTRATIVE LEAVE WITH PAY**

1. **Jury Duty and Grand Jury Duty.** A full-time employee in a permanent position on any shift or work schedule shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the number of hours in the employee's normal workday and the employee's normal workweek. A part-time employee in a permanent position 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. **Administrative or Legal Proceedings.** When an employee is attending administrative or legal proceedings on behalf of the UNIVERSITY, attendance is counted as time worked.

When served with a subpoena which compels the employee's presence as a witness, a full-time employee in a permanent position on any shift or work schedule shall be granted leave with pay for actual time spent at the administrative or legal proceedings and in related travel, not to exceed the number of hours in the employee's normal workday and the employee's normal workweek. A part-time employee in a permanent position shall be granted leave with pay for time spent at the proceedings and in related travel which occurs during the employee's regularly scheduled hours of work.

Leave with pay shall not be granted when an employee is the plaintiff or defendant in a proceeding, is called or subpoenaed as a paid expert witness not on behalf of the UNIVERSITY, or is called or subpoenaed because of duties for another employer.

3. Voting Privileges. An employee shall be granted leave with pay, up to a maximum of two hours, for voting in a Statewide primary or general election if the employee is scheduled to work eight hours or more on that day and if the employee does not have time to vote outside of working hours.
4. Blood Donations. An employee may be granted leave with pay, up to a maximum of two hours, for donating blood during regularly scheduled hours of work.
5. University Functions. An employee may be granted leave with pay during regularly scheduled hours of work to attend commencement exercises, Charter Day exercises, and other UNIVERSITY meetings or functions as designated by the Chancellor or LABORATORY Director.
6. Emergencies. An employee may be granted leave with pay during regularly scheduled hours of work for the period of time authorized by the Chancellor or LABORATORY Director due to natural or man-made emergencies.

## 7. FAMILY AND MEDICAL LEAVE

### A. General

An eligible employee may be granted a pregnancy disability leave, family and medical leave, work-incurred disability leave, or personal leave as provided in the following sections, except that a leave of absence shall not extend beyond a predetermined separation date.

Where applicable, leaves, transfers, or reduced work schedules shall require written certification from a health care provider of the individual requiring care.

### B. Pregnancy Disability Leave

1. An employee who is disabled from working because of pregnancy, childbirth or related medical conditions shall be granted upon request, a leave of absence for up to 4 months during the period of disability. Pregnancy disability leave may consist of leave without pay and/or paid leave such as accrued sick leave, vacation and compensatory time off.
2. If an employee on an approved pregnancy disability leave also is eligible for family and medical leave under Section C, up to 12 work weeks of pregnancy disability leave shall run concurrently with family and medical leave under Federal law. Upon termination of a pregnancy disability leave that runs concurrently with Federal family and medical leave, an employee is also entitled

to up to 12 work weeks of State family and medical leave for any covered reason except pregnancy or related medical conditions.

3. **Reduced Work Schedules.** When medically necessary, an employee may take pregnancy disability leave on a reduced work schedule or on an intermittent basis. The University may require an employee who is on a reduced work schedule or intermittent leave to temporarily transfer to an alternative position if the alternative position better accommodates the required work schedule than the employee's own position.
4. **Advance Notice.** Whenever possible, an employee shall provide at least 30 days advance notice. If 30 days notice is not practicable because of a medical emergency, for example, notice shall be given as soon as practicable.
5. **Reinstatement.** Reinstatement shall be to the same position provided that the employee returns to work within 4 months and immediately following termination of pregnancy disability leave. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, reinstatement shall be to a similar job at the same location. If a similar position is not available, the employee shall be afforded the same consideration afforded other employees who are laid off or terminated pursuant to the provisions of Article 19, Layoff and Reduction in Time, Article 20, Discipline & Dismissal, and Article 9, Probationary Period.
6. **Light Duty.** As an alternative to or in addition to pregnancy disability leave, the University shall temporarily modify a pregnant employee's own position or transfer a pregnant employee to a less strenuous or hazardous position upon request and with the advice of the employee's health care provider, if the temporary modification or transfer can be reasonably accommodated. A temporary modification or transfer shall not be counted toward an employee's entitlement of up to 4 month pregnancy disability leave. An employee shall be reinstated to the same or similar position pursuant to the provisions of Section B.5 above.

#### C. Family and Medical Leave

1. Family and medical leave is provided for an eligible employee's serious health condition, the serious health condition of the employee's child, spouse, or parent, or to bond with the employee's newborn, adopted, or foster care child in accordance with State and Federal law in effect at the time the leave is granted. Leave granted for bonding purposes shall be concluded within 12 months following the child's birth or placement for adoption or foster care.
2. **Eligibility.** An employee is entitled to up to 12 work weeks of family and medical leave during the 12-month leave year, provided that:

- a. the employee has at least 12 cumulative months of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the 12-month service requirement); and
  - b. the employee has worked at least 1,250 actual hours during the 12 months immediately preceding the commencement date of the leave.
  - c. In the event University policy and/or applicable State or Federal Law result in a different date of commencement for the 12-month family and medical leave period, the commencement period for employees in the bargaining unit shall conform to the commencement date generally applicable to other University staff employees.
3. Use of Paid Leave. Family and medical leave is unpaid leave, except under the following circumstances.
- a. Accrued vacation earned under Article 15, Vacation, may be used at the employee's option for leave granted for the employee's own serious health condition or for pregnancy disability. Accrued vacation shall be used during a leave granted for any other covered reason.
  - b. Accrued sick leave earned under Article 17, Sick Leave, may be used during a family and medical leave granted for an employee's serious health condition. Not more than thirty (30) calendar days of accrued sick leave in any calendar year shall be used during a family and medical leave granted to care for a child, spouse, or parent with a serious health condition.
  - c. Supplemental and/or extended sick leave may be used during a family and medical leave granted to an employee who is receiving temporary disability payments under the Workers' Compensation Act.

The University shall designate all paid and unpaid leaves as family and medical leave if the leave meets the requirements set forth in Section C.1-2.

4. Reduced Work Schedules. When medically necessary, an employee may take family and medical leave on a reduced work schedule or on an intermittent basis. The University may require an employee who is on a reduced work schedule or intermittent leave to temporarily transfer to an alternative position if the alternative position better accommodates the required work schedule than the employee's own position.
5. Advance Notice. Whenever possible, an employee shall provide at least 30 days advance notice. If 30 days notice is not practicable because of a medical

emergency, for example, notice shall be given as soon as practicable. Failure to comply with these notice requirements may result in postponement of family and medical leave.

6. Reinstatement. Reinstatement shall be to the same position, or at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 19, Layoff and Reduction in Time, Article 20, Discipline & Dismissal and Article 9, Probationary Period.
7. Return to Work Certification. An employee who is granted leave for the employee's own serious health condition may be required to present medical certification prior to returning to work.

#### D. Work Incurred Illness and Injury Leave

An employee who is off pay status and receiving temporary disability payments under the Worker's Compensation Act may be granted, at the discretion of the department head, a leave without pay for all or part of the period during which such temporary disability payments are received, except that an employee who also is eligible for family and medical leave shall be granted leave pursuant to Section C, Family and Medical Leave.

#### E. Personal Leave

At the University's sole non-grievable discretion, a permanent employee may be granted a leave without pay of no longer than 6 continuous months for personal reasons. Reinstatement shall be to the same or, at the department's discretion, a similar position in the same department provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, the employee shall be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article 19, Layoff and Reduction in Time, Article 20, Discipline and Dismissal, and Article 9, Probationary Period.

#### F. Effect on Benefits

1. Periods of approved leave without pay are not counted as University service except as provided in specific policies. Such leaves do not constitute a break in service.

2. An employee on an approved family and medical leave shall be entitled to continue participation in health plan coverage (medical, dental and optical) as if on pay status for a period of up to 12 work weeks in a 12-month period.
3. For the effect of a leave without pay on retirement and group insurance plans, refer to the group insurance and retirement system regulations.
4. Accrued vacation shall be used prior to the leave without pay unless otherwise requested by the employee and approved by the department head, except that an employee shall not be required to exhaust accrued vacation prior to a leave without pay granted for the employee's own health condition or pregnancy disability.

## **ARTICLE 19**

### **LAYOFF AND REDUCTION IN TIME**

1. The CAMPUS or LABORATORY shall in its sole discretion determine when and where layoffs or reductions in time are to occur and whether they are to be temporary or indefinite. An indefinite layoff is a layoff for a specified period of four calendar months or more, or for an indefinite period.

The CAMPUS or LABORATORY shall also retain sole discretion to determine those class titles and locations where layoffs and/or reductions in time are to occur.

Whenever feasible, an employee and the UNION shall be given thirty (30) calendar days advance written notice of the effective date of any pending indefinite layoff. If less than thirty (30) calendar days notice is granted, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days notice.

In the event of an anticipated indefinite layoff of five or more full-time-equivalent (FTE) employees on the same effective date, the UNIVERSITY will, to the extent possible, give forty-five (45) calendar days notice to the UNION.

Layoff and/or reduction in time is effected by CAMPUS or LABORATORY, department, and by classification.

The order of indefinite layoff or reduction in time of employees in the same classification within a department shall be in inverse order of position seniority except that the CAMPUS or LABORATORY has the sole discretion of retaining employees irrespective of seniority, who possess special skills, knowledge or abilities which are not possessed by other employees in the same classification, and which are relevant to the operations of the UNIVERSITY.

2. For purposes of this article, commencing January 1, 1994, seniority is the number of full-time equivalent months on pay status in the employee's current classification (title code) since the date of employment or the last break in service or separation, which ever is later. An employee's seniority also includes the number of full-time equivalent months on pay status in the lead or journeylevel classification associated with the currently held classification since the date of employment or the last break in service or separation, which ever is later. This seniority is called "position seniority."

After January 1, 1994, when an employee transfers or is promoted to a classification within the unit which requires craft skills and abilities different from the position currently held, the employee will retain the position seniority earned in the old classification. The employee will begin to accrue separate position seniority in the new classification.

All seniority accrued prior to January 1, 1994 in title codes listed in Article 1 of this Agreement or in pre-1972 title codes from which the present ones were derived will be credited to the position seniority of the employee for the classification held by the employee on January 1, 1994.

3. Employees who are laid off or receive a reduced time schedule shall be recalled in order of their position seniority when a vacant position exists for which they are qualified as determined by the CAMPUS or LABORATORY.

Probationary, CAMPUS contract employees (Term-limited employees at the LABORATORY), and temporary employees shall not have a right to recall.

Employees eligible for recall shall retain eligibility for one year.

4. The right to recall terminates if:
  - (a) an employee fails to respond affirmatively to CAMPUS or LABORATORY inquiries concerning the employee's desire to return to work;
  - (b) refuses a recall to work at the same classification and percentage of time; or
  - (c) accepts a full-time permanent position at the same or higher salary within the UNIVERSITY.

The right to recall does not terminate and is not extended for an employee on layoff who accepts any temporary position with the UNIVERSITY.

A temporary layoff does not create a break in service. A temporary layoff is one for a specified period of less than four (4) calendar months. Recall within an employee's period of recall eligibility does not create a break in service. Benefits and seniority

accrue only when employees are on pay status and/or reduction in time.

The seniority provisions of this Agreement do not apply to temporary layoffs.

5. Employees who are laid off or receive a reduced time schedule and who apply for an open, vacant position in the bargaining unit at either the CAMPUS or LABORATORY shall be granted preferential rehire if: 1) they meet the qualification requirements for the position as determined by the CAMPUS or the LABORATORY, 2) the position is at the same pay or lower, and 3) the position is at the same or lesser percentage of time as the position held by the employee at the time of layoff.

An employee who is rehired under preferential rehire may, on written notification, be required to serve a trial employment period of up to six months on rehire. An employee who is required to serve a trial employment period may at any time during the trial employment period return to layoff status at the employee's or the division or department head's discretion. Time spent in trial employment will not count against the period of eligibility for recall or preferential rehire.

Preferential rehire rights terminate if the employee is recalled (or refuses a recall) to work at the same classification and percentage of time or accepts a full-time permanent position under preferential rehire rights.

Probationary, CAMPUS contract employees (Term-limited employees at the LABORATORY), and temporary employees shall not have preferential rehire rights.

Employees eligible for preferential rehire shall retain eligibility for one year.

## ARTICLE 20 DISCIPLINE AND DISMISSAL

1. A non-probationary employee may be disciplined or dismissed for misconduct or failure to perform satisfactorily. The parties recognize that disciplinary actions should be progressive in nature if they are to correct the conduct of an employee. Therefore, the UNIVERSITY agrees to follow the course of progressive discipline except that nothing shall prohibit the CAMPUS or LABORATORY from suspending or dismissing employees in accordance with paragraph three without prior written warning for serious acts or omissions.
2. Consistent with the practice of progressive discipline set forth in Paragraph 1, the CAMPUS or LABORATORY may discipline an employee by oral reprimand or written warning without prior notice of intent. Written warning may be considered the first step of progressive discipline where it is reasonable to believe that the errant employee had previous knowledge of appropriate employee conduct or job performance requirements. Following prior verbal reprimand and/or written warning for less serious acts than covered by Paragraph 1 above, an employee may be suspended, demoted, or dismissed.

An oral reprimand cannot be used as a basis for more severe disciplinary action and is not subject to the Grievance or Arbitration procedure.

3. An employee may be suspended for up to five (5) working days without prior notice of intent. **Prior to the grievance procedure, the employee has the right to a meeting with the department director or designee for reconsideration or to present mitigating circumstances. The meeting will not delay the implementation of the discipline and may take place after the employee has returned to duty. The employee will receive a written response following the meeting. The written response will establish the start date for the filing period for the grievance, if any.**
4. Written notice of intent to suspend for more than five (5) working days, demote, or dismiss shall be given to the employee and the UNION, 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. Notice to the UNION shall be given either by personal delivery of the notice to an officer or representative of the UNION or by placing the notice of intent in the United States Mail, first-class postage paid, in an envelope addressed to the UNION at the UNION's last known business address. Such personal delivery or mailing shall be inclusively presumed to provide actual notice to the affected employee and the UNION. It shall be the responsibility of the employee and the UNION to inform the employer 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.

The notice shall:

- (a) inform the employee of the action intended, the reason for the disciplinary action, and the effective date of the action;
  - (b) include a copy of the charge and material upon which the charge is based; and
  - (c) inform the employee of the right to respond, the person to whom a response should be directed and the fact that a written or oral response must be received within fifteen (15) calendar days of the date of the issuance of the notice.
4. The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within fifteen (15) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the CAMPUS or LABORATORY in the written notice. After review of the employee's timely response, if any, the CAMPUS or LABORATORY shall notify the employee of any action to be taken. Such action to be taken may not include discipline more severe than that described in the notice of intent; however, the CAMPUS or LABORATORY may reduce such discipline without the issuance of a further notice of intent.
  5. The CAMPUS or LABORATORY may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, in management's view, would warrant relieving the employee immediately from all work duties. An investigatory leave is not disciplinary. It is a neutral action taken to allow the UNIVERSITY to investigate allegations of misconduct or to assure the safety or welfare of employees, students or other persons or University property. Upon conclusion of the investigation, if the employee was not on paid investigatory leave and, neither suspension without pay nor dismissal is determined to be appropriate, the employee shall be paid for the leave. If suspension without pay or dismissal is determined to be appropriate, the investigatory leave period may be without pay, provided that the notice and an opportunity to respond as detailed above have been followed.
  6. Time limits, as established in this Article, may be extended by the CAMPUS or LABORATORY in writing in advance of the expiration of the time limits. Deadlines which fall on a CAMPUS or LABORATORY non-business day will automatically be extended to the next business day.
  7. Employees have a right to have a representative present at any meeting held with the employee for the purpose of determining whether imposition of discipline is appropriate. The employee shall be notified of his/her right to representation and given a reasonable time in which to contact a representative before the meeting is held.
  8. Written records of corrective action are destroyed after twenty-four months from the date of issuance if there has been no further discipline imposed on the employee.

9. The UNION will be notified of all suspensions, investigatory leaves, and dismissals.

## **ARTICLE 21**

### **MEDICAL SEPARATION**

#### **A. GENERAL CONDITIONS**

1. An employee in the bargaining unit who becomes unable to perform the essential assigned functions of his/her position due to any disability or other medical condition may be medically separated pursuant to this article. Prior to medical separation the UNIVERSITY will determine what accommodations, if any, will be reasonably provided. An employee in the unit who is medically separated is eligible for special reemployment procedures as set forth in paragraph E., below. Except by mutual consent, an employee in the unit shall not be medically separated under this Article while on any authorized leave of absence.
2. Except as provided in paragraph C., below, a medical separation shall be based on:
  - a. A UNIVERSITY statement describing the essential functions the employee in the unit is not performing satisfactorily; and
  - b. any medical or other pertinent information provided by the employee, the employee's licensed health practitioner, the UNIVERSITY's physician or any other appropriate UNIVERSITY officials.
3. A medical separation may be based on the receipt of long term disability payments from a retirement system to which the UNIVERSITY contributes, such as UCRS or PERS.

#### **B. PROOF OF DISABILITY**

Proof of the employee's disability is required and is subject to verification by the UNIVERSITY. When the UNIVERSITY requests a medical opinion as verification of disability, the UNIVERSITY shall pay the reasonable costs of the medical examination(s) requested.

#### **C. NOTICE OF INTENT TO MEDICALLY SEPARATE**

1. A written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the employee at

the employee's last known home address. Proof of service shall accompany the notice of intent. 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 the instruction given by the UNIVERSITY in the written notice provided to the employee.

D. After review of the employee's timely response, if any, the UNIVERSITY shall notify the employee of any action to be taken. An effective date of separation shall be at least ten (10) calendar days from the date of issuance of the notice of intention to separate (pursuant to paragraph C., above) or timely receipt of the employee's response, if any, whichever is later.

#### E. REEMPLOYMENT

1. For a period of one (1) year following the date of medical separation, a medically separated employee may be selected for a position within the unit without the requirement that the position be publicized. However, if the former employee is receiving disability benefits from a retirement system to which the UNIVERSITY contributes, the period shall be three (3) years from the date benefits commenced. In order to be eligible for rehire under this article, the medically separated employee must provide medical certification from a UNIVERSITY-approved medical physician describing in detail the medically separated employee's ability to return to work.
2. If a non-probationary permanent employee separated under this article is reemployed within one (1) year, a break in service does not occur. If a non-probationary permanent employee is receiving disability payments from a retirement system to which the UNIVERSITY contributes and is reemployed within three (3) years, a break in service does not occur.

## **ARTICLE 22**

### **GRIEVANCE PROCEDURE**

1. A grievance is defined as a dispute involving the interpretation or application of an express written provision of this Agreement during the term of this Agreement.
2. The UNION shall have the right to use the Grievance Procedure. An individual employee within the unit covered by this Agreement shall also have the right to use the

Grievance Procedure. Grievances of two or more employees may, at the CAMPUS' or LABORATORY's discretion, be included in one review. All grievances from one employee which related to the same incident, or course of conduct shall be included in one CAMPUS or LABORATORY review. The UNIVERSITY may not use the Grievance Procedure.

An employee shall have the right to be represented at all steps of the Grievance Procedure by one person of the employee's choice other than a University of California employee who is supervisory, managerial, or confidential.

3. Informal Review Step 1. As soon as practicable, the employee or UNION representative shall discuss the grievance with the immediate supervisor. All parties shall informally attempt a final resolution of the matter. Informal resolutions, although final, shall not be precedent-setting under this Agreement. Settlement offers made in the informal process shall not be used against a party in subsequent steps and shall not be admissible as evidence at arbitration. If the complaint is not resolved through informal discussion with the immediate supervisor, the employee may seek an additional informal discussion or file a formal grievance as set forth below.
4. Informal Review Step 2. The grievant or UNION representative may seek an additional informal discussion with the unit manager under the same conditions as in Step 1. If the complaint is not resolved at this step, the employee or the UNION may file a formal grievance as set forth below.
5. Formal Review Step 3. The grievant or UNION representative who wishes to file a formal grievance must do so in writing on a grievance form provided by the UNIVERSITY. If the grievance contests discipline or dismissal, the UNIVERSITY official designated on the form must receive the written grievance within twenty (20) calendar days after notification of discipline or dismissal was sent. If the grievance does not contest discipline or dismissal, the UNIVERSITY official designated on the form must receive the written grievance within thirty (30) calendar days after the employee or the UNION knew, or could be expected to have known, of the event or action which gave rise to the grievance. Attempts at informal resolution do not extend time limits unless a written exception is granted in advance by the designated CAMPUS or LABORATORY official.

Grievances which involve discipline resulting in a loss of pay for the employee or dismissal may be introduced at Step 3 of this procedure.

Formal grievances must set forth:

- (a) the specific section and provision of the Agreement alleged to have been violated;
- (b) the action grieved and how it violated the above-mentioned provision;
- (c) how the employee was adversely affected; and
- (d) the remedy requested.

6. CAMPUS or LABORATORY Review. Within ten (10) calendar days of the receipt of a written grievance challenging the imposition of discipline or dismissal, or within twenty (20) calendar days of the receipt of a written grievance, not involving discipline or dismissal, the CAMPUS or LABORATORY shall complete a review to determine the merits of the grievance. If either the grievant, UNION, or the designated CAMPUS or LABORATORY official requests a meeting, one shall be conducted as soon as reasonably possible to discuss the grievance. The grievant may have one spokesperson serving as the grievant's representative during the grievance process.

Decision. The CAMPUS or LABORATORY shall render a written decision within fifteen (15) calendar days following the close of the CAMPUS or LABORATORY review concerning non-disciplinary grievances and within ten (10) calendar days following the close of the review in disciplinary/dismissal grievances. A copy of the decision will be mailed to the employee and the UNION. The decision of the CAMPUS or LABORATORY becomes final twenty-one (21) calendar days after the mailing of the decision to the UNION, unless the designated CAMPUS or LABORATORY official receives a written request for arbitration or referral to the Joint Conference Board prior to that time. Proof of Service must accompany the two mailings. Such decisions shall not set any precedent under this Agreement.

7. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a non-CAMPUS or LABORATORY business day will automatically be extended to the next business day. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the last CAMPUS or LABORATORY response. If the time limit is exceeded by the University, the Union may appeal the grievance to the next step of the grievance process.
8. If a meeting is convened by the CAMPUS or LABORATORY to resolve grievances during the scheduled work time of an employee who is a grievant or a representative, and if a request is made twenty-four (24) hours in advance for release time, reasonable release time shall be granted. When such meetings are held outside an employee's scheduled work time no employee release time shall be granted. CAMPUS or LABORATORY employees called as witnesses may be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings scheduled by the CAMPUS or LABORATORY to resolve grievances. Except as provided in Article 4, time spent in investigation and preparation of a grievance shall not be on pay status.

## **ARTICLE 23**

### **ARBITRATION PROCEDURE**

1. A request for arbitration or referral to the Joint Conference Board (JCB) may be made only by the UNION and only after exhaustion of the Grievance Procedure unless mutually agreed by the parties to proceed immediately to the JCB. The request must be received by the designated CAMPUS or LABORATORY official within twenty (20) calendar days of the mailing of the CAMPUS or LABORATORY grievance decision to the UNION and must be accompanied by a Proof of Service. The UNION must use a form provided by the UNIVERSITY and must set forth the issues and remedies remaining unresolved.
2. The UNION, in presenting the grievance to the CAMPUS or LABORATORY at each step prior to arbitration, or consideration by the Joint Conference Board (JCB), shall ensure that all facts in support of the grievance are made known and may not introduce new issues, allegations, evidence or facts at the hearing. Prior to the arbitration or consideration by the Joint Conference Board the UNION and the CAMPUS or LABORATORY shall stipulate to the issue(s) to be considered and to as many facts as possible. Settlement offers made during the Grievance Procedure may not be introduced against a party at the Joint Conference Board or at the arbitration. The arbitration hearing or Joint Conference Board meetings shall be closed unless the parties otherwise agree in writing.
3. Joint Conference Board. The parties to the Agreement hereby establish a Joint Conference Board of four (4) members. Two (2) members shall be appointed by the UNION, and two (2) members by the CAMPUS or LABORATORY. Neither the UNIVERSITY nor the UNION shall appoint members to the Joint Conference Board who have been actively involved as a counselor, representative or observer in the grievance to be considered by the Board.

The Joint Conference Board shall agree upon and determine the time and place of meetings, the rules of procedure, and all other details necessary to promote and carry on business for which it is appointed. The Board shall elect a chair and a secretary from its membership. At each location, the chairship will rotate between a representative from the UNIVERSITY and a representative from the UNION. The chair and secretary will not both be representatives from the same party.

When a grievance cannot be resolved through the Grievance Procedure described above, the UNION may refer the same to the Joint Conference Board for determination. Such referral shall be in writing on the agreed-upon form and shall be addressed and sent to the designated official at the CAMPUS or LABORATORY as appropriate. The referral shall state the UNION's understanding of the issue. Not later than five (5) calendar days after receipt of service, the UNIVERSITY may, but need not, inform the UNION in writing of

its own understanding of the dispute or disagreement.

Upon referral of the matter, the UNIVERSITY shall schedule a meeting of the Joint Conference Board. The Board shall take jurisdiction and proceed to a determination of the dispute or disagreement.

If the Joint Conference Board, after meeting, cannot or does not unanimously agree on a decision on any such matter within fifteen (15) calendar days after the hearing is closed, it shall lose jurisdiction thereof. The UNION, within fifteen (15) calendar days, may then refer the matter to binding arbitration.

#### 4. Selection of Arbitrator

The UNION and CAMPUS or LABORATORY may mutually agree to the selection of any qualified and available person to serve as an arbitrator. Absent such mutual agreement, the UNION and CAMPUS or LABORATORY agree to obtain a list of five prospective arbitrators from the American Arbitration Association with the cost of the service being shared equally by the respective parties. In the event a mutually agreeable arbitrator cannot be selected from this list, the arbitrator will be determined by the parties alternately crossing off names until only one remains. The initial cross-off shall be determined by the toss of a coin.

5. The arbitration proceeding shall provide an opportunity for the UNION and CAMPUS or LABORATORY 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 prior to the hearing. To the extent possible, witnesses should be named at least seven (7) days prior to the hearing.

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. 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.

6. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and benefits received from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. When the parties mutually agreed to an extension of the time limits set forth in Articles 21 or 22, back pay or other monetary relief may be granted for the period of such extension upon agreement of the parties. Back pay or monetary relief shall not be provided for 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 Step 3 if the grievance was initiated at Step 3.

7. The decision of the arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing.
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.
9. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limit.

Whenever an arbitration hearing or a meeting to resolve the arbitration takes place during the regular work time of an employee who is a grievant or a representative, reasonable release time with pay shall be granted to the employee(s) involved so long as the request for release time is received at least 24 hours in advance. Employees so released shall be granted leave with pay. When such hearings or meetings take place outside an employee's scheduled work time no employee release time shall be granted. CAMPUS or LABORATORY employees called as witnesses may be released from work with 24 hours advance request and granted leave with pay for reasonable time spent in meetings to resolve the arbitration and for the arbitration hearing. Time spent in investigation and preparation for arbitration shall not be on pay status.

10.

## **ARTICLE 24 HAND TOOLS**

The UNIVERSITY will provide all hand tools by craft, department, and/or location necessary to carry out assigned tasks. In addition, the UNIVERSITY will make available those tools that are necessary to perform specialized assigned tasks. The employee will be responsible to maintain and safeguard any hand tools, vehicles, communication devices, computers or any other University property that has been provided in the course of carrying out assigned tasks.

## **ARTICLE 25 SALARY**

Effective April 1, 2002 a 3% base building increase will be granted to all employees in the bargaining unit. For CAMPUS employees the 3% increase will be comprised of a 1.5% across the board increase and a 1.5% equity increase.

Effective April 1, 2003 LABORATORY employees will receive a non-base building lump sum payment equivalent to 3% of salary for six months.

Effective October 1, 2003 LABORATORY employees will be granted a 3% base building increase.

Effective October 1, 2004 LABORATORY employees will be granted a 3% base building increase.

This article will be subject to reopening annually on a fiscal year (October) cycle to negotiate salaries for CAMPUS employees for each additional year under Article 33, Duration. The annual reopener will include negotiations for LABORATORY salaries in 2005 and 2006.

Appendix I, attached hereto, sets forth the salaries applicable to CAMPUS employees.

Appendix II, attached hereto, sets forth the salaries applicable to LABORATORY employees.

## **ARTICLE 26**

### **SEVERANCE PAYMENTS**

For the LABORATORY only:

#### **A. GENERAL**

Permanent employees, and apprentices, who are eligible for vacation and sick leave credits and are laid off from employment for an indefinite period due to lack of work or lack of funds, are eligible for severance payments in accordance with the following provisions.

#### **B. DEFINITIONS**

The following definitions shall apply for purposes of severance payments.

##### **1. Continuous Service**

Service is continuous if an employee is on LABORATORY pay status each month without a break in service. A break in service occurs when there is a separation from LABORATORY employment status.

- (a) Periods on an approved leave without pay for military service, illness, injury compensable by Workers' Compensation, assignment to another research organization at the direction of the LABORATORY, or an approved leave without pay for any period of thirty (30) days or less are counted as periods

of continuous service for the purposes of severance pay, as are periods on pay status before and after any other approved leave without pay.

- (b) Periods of employment prior to a break in service are not counted as periods of continuous service for purposes of severance pay.
- (c) Continuous service is reestablished when an employee is recalled from layoff.

## 2. Equivalent Job

An equivalent job is any permanent position with the UNIVERSITY at a beginning salary at least equal to the salary paid the employee in the job from which that employee was laid off, regardless of salary range.

## 3. One Week's Pay

One week's pay for hourly rated employees is defined as the basic hourly rate (excluding shift differential and overtime) x 40 hours or the specifically approved workweek.

# C. SEVERANCE PAYMENT CALCULATIONS AND METHODS OF PAYMENT

## 1. Calculation

The severance payment will be made in an amount equal to one week's pay for each year of continuous full-time equivalent service (a fractional year of full-time service of six months or more is counted as one year of service), not to exceed a total of 26 weeks pay, except that for employment begun after June 30, 1972, the payment will be made only if the period of continuous full-time equivalent service is five years or more.

## 2. Method of Payment

An employee will have the option of selecting a lump-sum payment at time of termination or payment in biweekly installments.

# D. LIMITATIONS

## 1. Layoff

Severance payments will not extend the period of employment beyond the date of termination due to layoff.

2. Previous Service Payment

Severance payments made to an employee will not include payment for any period of service for which the employee has previously received such payment.

3. Exceptions

Severance payment will not be made to any employee who terminates for any reason other than layoff, with the following exceptions.

- (a) An employee who resigns after receiving formal notification of layoff but prior to the effective date of layoff may be provided severance payments with the approval of the Associate Laboratory Director for Administration.
- (b) An employee who resigns in lieu of another employee who would have been laid off may be provided severance payments with the approval of the Associate Laboratory Director for Administration. Normally, such approval will be given only if the resignation will not have a detrimental effect on work in progress and if the employee concerned had not announced plans to resign or retire prior to the announcement of a layoff within the employee's Division.

4. Transfer

Severance payments will not be provided to an employee who transfers to another UNIVERSITY permanent position nor to an employee who refuses a transfer to an equivalent job with the UNIVERSITY.

E. REEMPLOYMENT

Should an individual who has received severance payments be rehired at the UNIVERSITY before the expiration of the number of weeks for which the employee has received severance payments, the amount of the balance shall be credited as an advance on earnings.

## **ARTICLE 27**

### **FRINGE BENEFIT COVERAGE**

It is the intention of the parties that employees covered by this Agreement shall be treated in the same way as similarly situated unrepresented staff employees other than those who are managerial, supervisory, or confidential with respect to fringe benefits. Accordingly, the UNIVERSITY will make available to employees covered by this Agreement fringe benefits (retirement, health insurance, life insurance, dental insurance and non-industrial disability insurance) on the same basis and to the same extent as such fringe benefits are provided to unrepresented staff employees other than those who are managerial, supervisory, or confidential.

If during the term of this Agreement the UNIVERSITY changes fringe benefits or Workers' Compensation or Unemployment Insurance as they apply to other staff employees described above, such changes will apply to employees covered by this Agreement. The UNION will be notified of any such changes before they are implemented by the UNIVERSITY.

## **ARTICLE 28**

### **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 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 after the exercise of that right and opportunity.

Therefore, the UNIVERSITY and the UNION for the term 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 whether or not raised during negotiations or specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

This Agreement supersedes and replaces Staff Personnel Policies and the Regulations and Procedures Manual and is the sole source of rights and terms and conditions of employment for employees in this bargaining unit. Upon execution of this Agreement any rights or terms and conditions of employment previously applicable to employees pursuant to Staff Personnel Policy or the Regulations and Procedures Manual shall terminate.

## **ARTICLE 30**

### **NO STRIKES/LOCKOUTS**

1. During the term of this Agreement or any written extension thereof, the UNION on behalf of its officers, agents and unit members agrees that there shall be no strikes, stoppages, refusal to cross picket lines, boycotts or interruptions of work, or other activities which interfere directly or indirectly with UNIVERSITY operations. The UNIVERSITY agrees that there shall be no lockouts by the UNIVERSITY during the life of this Agreement or any written extensions thereof.
2. The UNION, on behalf of its officers, agents and unit members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any activities in violation of this Article. The UNION shall refuse to honor, along with its affiliated organizations, if any, all picket lines established by employees engaged in activity violative of this Article.
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 a strike occurs, shall be presumed to have engaged in such a strike on such date or dates.

Any employee who violates this Article shall be subject to discipline up to and including termination of employment.

4. The UNION shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any activity in violation of this Article. Such affirmative action shall include, but not be limited to, sending written notice (by telegraph or certified letter, return receipt requested) to the home address of all employees engaged in prohibited activity informing them that the activity is in violation of this Article, that engaging in such activity may lead to disciplinary action and that employees engaged in prohibited activity must cease such activity and immediately return to work.
5. The UNION shall be liable and shall make restitution to the UNIVERSITY for all losses suffered by the UNIVERSITY as a result of activity by the UNION, its officers, agents, or unit members, prohibited in this Article. Nothing herein constitutes a waiver of the UNIVERSITY's right to seek appropriate legal relief in the event of the violation of this Article.
6. The UNIVERSITY shall be liable and shall make restitution to the UNION for all losses suffered by the UNION as a result of activity by the UNIVERSITY prohibited in this Article. Nothing herein constitutes a waiver of the UNION's right to seek appropriate legal relief in the event of the violation of this Article.

## **ARTICLE 31**

### **WORK PROCESS AND PROCEDURES**

The UNIVERSITY has the right to introduce new or improved methods, materials, equipment, or facilities and to change or eliminate existing methods, equipment, or facilities. Should such changes affect the composition of the work force, the UNIVERSITY will provide notice to the Union and, upon request, will meet to discuss the impact on bargaining unit employees.

The UNIVERSITY also has the right to maintain safety, efficiency, and order in its operations.

The UNIVERSITY is committed to maintaining adequate staffing levels to meet the requirements of the work as the budget allows. For the CAMPUS and LABORATORY, there will be at least one 'Lead' per classification. In addition, there will be at least one Lead worker for each department that has five or more bargaining unit full time equivalent (FTE) positions.

The UNIVERSITY shall notify the UNION of any awarded maintenance contracts prior to the "Notice to Proceed" being issued to the contractor.

The employee will be responsible for appropriate safeguarding of vehicles, communication devices, computers and other UNIVERSITY property that has been provided in the course of carrying out assigned tasks.

LABORATORY Principal Plant Maintenance Technicians, 910.3, shall be reclassified to Specialist Plan Maintenance Technicians, 910.4, after four years full-time service at 910.3

## **ARTICLE 32**

### **MANAGEMENT RIGHTS**

The UNIVERSITY shall at all times, subject to and consistent with the provisions of this Agreement, have exclusive control of all matters relating to the conduct of its business.

The UNIVERSITY shall have the right to make and implement decisions relating to the use of resources to achieve its missions, programs, objectives, and priorities; its Affirmative Action programs, plans, and goals; the direction and assignment of its work forces, including the scheduling of days and hours of work and overtime; the hiring, recruitment, promotion, transfer, demotion, or layoff of employees; job classifications and job descriptions; standards of performance, conduct, and safety, including the process by which employees are evaluated; the size, composition, and qualifications of the work force; the location, method, and means to carry out operations; the discontinuance, relocation, reorganization, or subcontracting of all or any portion of any operation; and the implementation, continuation, modification, or discontinuance of any policies, practices, rules, or regulations which do not conflict with express written provisions of this Agreement.

Any of the rights, powers, prerogatives, and authority that the UNIVERSITY had prior to the signing of this Agreement are retained by the UNIVERSITY unless abridged, delegated, granted, or modified by this Agreement. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. The exercise or non-exercise of rights retained by the UNIVERSITY shall not be construed to mean that any right is waived.

No action taken by the UNIVERSITY with respect to the above enumerated rights shall be subject to the grievance or arbitration procedure set forth in this Agreement unless the exercise thereof violates an express written provision of this Agreement.

## **ARTICLE 33**

### **DURATION**

1. The terms and conditions of this Agreement shall become effective as of **April 1, 2002** and remain in full force and effect until terminating at 11:59 p.m. on **September 30, 2007**.

From year to year after expiration, this Agreement will renew itself unless either party gives written notice by registered mail of its desire to terminate or modify this Agreement postmarked no later than **June 1, 2007**, and every subsequent year on that date.

2. Either party shall have the opportunity to reopen the Agreement for the purpose of negotiating salaries, one current article to be effective October 1, 2003, and two current articles to be effective October 1, 2004, 2005 and 2006, respectively. Either party must give written notice of its intent to reopen the Agreement by registered mail postmarked no later than June 1 each year. The notice shall identify the Articles to be re-opened and explain the proposed changes. The parties agree and understand that salaries will not be subject to reopener negotiations for the LABORATORY in 2003 or 2004.
3. During the period of negotiations, the terms and conditions of this Agreement, including those articles under discussion, shall remain in full force and effect.
4. Upon mutual agreement this contract may be re-opened for amendment or modification.
5. The foregoing Agreement between the Alameda County Building and Construction Trades Council and the Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative of each party.

The foregoing Agreement between the Alameda County Building and Construction trades Council and The Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative of each party.

Building and Construction  
Trades Council of Alameda  
County, AFL-CIO

The Regents of the  
University of California

By \_\_\_\_\_  
Barry Luboviski  
Secretary-Treasurer

By \_\_\_\_\_  
Lubbe Levin  
Assistant Vice President —  
Human Resources

Dated \_\_\_\_\_

Dated \_\_\_\_\_

By \_\_\_\_\_  
Dennis P. Marino  
Chief Negotiator

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for The Regents of  
The University of California

## APPENDIX I

Effective April 1, 1999, the following hourly salary rates will be in effect on the CAMPUS:

Plumber/Pipefitter .....	\$27.16
Steamfitter/Refrigeration Mechanic .....	\$27.16
Electrician .....	\$27.16
Equipment Operating Engineer .....	\$27.16
Sheet Metal Worker .....	\$27.43
Elevator Mechanic .....	\$28.51
Machinist .....	\$26.00
Carpenter .....	\$24.99
Insulation Worker .....	\$24.99
Painter .....	\$24.25
Roofer .....	\$24.25
Cement Mason .....	\$24.03
Glazier .....	\$25.97
Plumber/Pipefitter Leadworker .....	\$29.20
Steamfitter Leadworker .....	\$29.20
Electrician Leadworker .....	\$29.20
Lead Elevator Mechanic .....	\$30.65
Machinist Leadworker .....	\$27.95
Carpenter Leadworker .....	\$26.86
Painter Leadworker .....	\$26.07
Sheet Metal Leadworker .....	\$29.48
Assistant Chief Stationary Engineer .....	\$25.27
Stationary Engineer Leadworker .....	\$26.18
Stationary Engineer .....	\$24.36
Inspector-Planner-Estimator .....	\$28.44

## APPENDIX II

Effective April 1, 1999, the following hourly salary rates will be in effect at the LABORATORY:

Principal Plant Maintenance Technician .....	\$23.44
Lead Plant Maintenance Technician.....	\$26.88
Electrician .....	\$27.16
Lead Electrician .....	\$29.20
Lead Lighting Technician.....	\$14.67
Lighting Technician.....	\$13.64
Plumber/Fitter .....	\$27.16
Lead Plumber/Fitter .....	\$29.20
Sheet Metal Worker .....	\$27.43
Lead Sheet Metal Worker .....	\$29.48
Elevator Mechanic .....	\$28.51
Lead Elevator Mechanic .....	\$30.65
Air Conditioning/Refrigeration Mechanic.....	\$27.72
Lead Air Conditioning/Refrigeration Mechanic.....	\$29.69
Carpenter.....	\$24.99
Lead Carpenter.....	\$26.86
Planner Estimator.....	\$28.52
Painter .....	\$24.25
Lead Painter .....	\$26.07
Welder.....	\$25.51
Lead Welder .....	\$27.42
Laborer Specialist .....	\$24.31
Gardener Specialist.....	\$19.60
Rigger.....	\$23.93
Lead Rigger.....	\$25.72

## APPENDIX IA

Effective April 1, 2000, the following hourly salary rates will be in effect at the CAMPUS:

Plumber .....	\$27.70
Steamfitter/Refrigeration Mechanic .....	\$27.70
Electrician .....	\$27.70
Equipment Operating Engineer .....	\$27.70
Sheet Metal Worker .....	\$27.98
Elevator Mechanic .....	\$29.08
Machinist .....	\$26.52
Carpenter .....	\$25.49
Insulation Worker .....	\$25.49
Painter .....	\$24.74
Roofer .....	\$24.74
Cement Mason .....	\$24.51
Glazier .....	\$26.49
Plumber/Pipefitter Leadworker .....	\$29.78
Steamfitter Leadworker .....	\$29.78
Electrician Leadworker .....	\$29.78
Lead Elevator Mechanic .....	\$31.26
Machinist Leadworker .....	\$28.51
Carpenter Leadworker .....	\$27.40
Painter Leadworker .....	\$26.59
Sheet Metal Leadworker .....	\$30.07
Assistant Chief Stationary Engineer .....	\$25.78
Stationary Engineer Leadworker .....	\$26.70
Stationary Engineer .....	\$24.85
Inspector-Planner-Estimator .....	\$29.01

## APPENDIX IIA

Effective April 1, 2000, the following hourly salary rates will be in effect at the LABORATORY:

Principal Plant Maintenance Technician .....	\$23.91
Lead Paint Maintenance Technician.....	\$27.42
Electrician .....	\$27.70
Lead Electrician .....	\$29.78
Lighting Technician.....	\$13.91
Lead Lighting Technician.....	\$14.96
Plumber/Fitter .....	\$27.70
Lead Plumber/Fitter .....	\$29.78
Sheet Metal Worker .....	\$27.98
Lead Sheet Metal Worker .....	\$30.07
Elevator Mechanic .....	\$29.08
Lead Elevator Mechanic .....	\$31.26
Air Conditioning/Refrigeration Mechanic.....	\$28.27
Lead Air Conditioning/Refrigeration Mechanic.....	\$30.28
Carpenter.....	\$25.49
Lead Carpenter.....	\$27.40
Planner Estimator.....	\$29.09
Painter .....	\$24.74
Lead Painter .....	\$26.59
Welder.....	\$26.02
Lead Welder.....	\$27.97
Laborer Specialist .....	\$24.80
Gardener Specialist.....	\$19.99
Rigger.....	\$24.41
Lead Rigger.....	\$26.23

## APPENDIX IB

Effective April 1, 2001, the following hourly salary rates will be in effect at the CAMPUS:

Plumber .....	\$28.25
Steamfitter/Refrigeration Mechanic .....	\$28.25
Electrician .....	\$28.25
Equipment Operating Engineer .....	\$28.25
Sheet Metal Worker .....	\$28.54
Elevator Mechanic .....	\$29.66
Machinist .....	\$27.05
Carpenter .....	\$26.00
Insulation Worker .....	\$26.00
Painter .....	\$25.24
Roofer .....	\$25.24
Cement Mason .....	\$25.00
Glazier .....	\$27.02
Plumber/Pipefitter Leadworker .....	\$30.38
Steamfitter Leadworker .....	\$30.38
Electrician Leadworker .....	\$30.38
Lead Elevator Mechanic .....	\$31.89
Machinist Leadworker .....	\$29.08
Carpenter Leadworker .....	\$27.95
Painter Leadworker .....	\$27.12
Sheet Metal Leadworker .....	\$30.67
Assistant Chief Stationary Engineer .....	\$26.30
Stationary Engineer Leadworker .....	\$27.23
Stationary Engineer .....	\$25.35
Inspector-Planner-Estimator .....	\$29.59

## APPENDIX IIB

Effective April 1, 2001, the following hourly salary rates will be in effect at the LABORATORY:

Principal Plant Maintenance Technician .....	\$24.39
Lead Paint Maintenance Technician.....	\$27.97
Electrician .....	\$28.25
Lead Electrician .....	\$30.38
Lighting Technician.....	\$14.19
Lead Lighting Technician.....	\$15.26
Plumber/Fitter .....	\$28.25
Lead Plumber/Fitter .....	\$30.38
Sheet Metal Worker .....	\$28.54
Lead Sheet Metal Worker .....	\$30.67
Elevator Mechanic .....	\$29.66
Lead Elevator Mechanic.....	\$31.89
Air Conditioning/Refrigeration Mechanic.....	\$28.84
Lead Air Conditioning/Refrigeration Mechanic.....	\$30.89
Carpenter.....	\$26.00
Lead Carpenter.....	\$27.95
Planner Estimator.....	\$29.67
Painter .....	\$25.24
Lead Painter .....	\$27.12
Welder.....	\$26.54
Lead Welder.....	\$28.53
Laborer Specialist .....	\$25.30
Gardener Specialist.....	\$20.39
Rigger.....	\$24.90
Lead Rigger.....	\$26.75



December 20, 1995

Mr. Phil Williams  
Employee/Labor Relations Specialist  
University of California, Lawrence Berkeley Laboratory  
1 Cyclotron Rd., MS 51-208  
Berkeley, California 94720

Dear Mr. Williams:

This letter contains the understanding reached between the negotiators for the University and the Building and Construction Trades Council of Alameda County regarding Article 19, Layoff and Reduction in Time. As regards Article 19, Section 2, the LABORATORY will use the three digit classification code in determining an employees "position seniority". As an example, all electricians, lead and journeylevel, are assigned the 940 code. Their seniority will be determined on this three-digit code.

Sincerely,

Barry Luboviski  
Secretary-Treasurer

Concur:  
Phil Williams

***(During negotiations on the present contract, it was agreed by all parties that this side letter would be extended for the term of this contract)***

University of California at Berkeley  
Campus Personnel Office  
207 University Hall  
Berkeley, California 94720

January 28, 1994

Mr. John Louis Reid, Chief Negotiator  
Building and Construction Trades  
Council of Alameda County  
8400 Enterprise Way  
Oakland, CA 94621

Dear Mr. Reid:

During negotiations the Council acknowledged the University's right under Article 31 of the Agreement to subcontract both construction and maintenance work. The contents of this letter do not in any way reduce or diminish those rights.

During the term of this Agreement the University will use various methods to procure the services of temporary maintenance workers based on situational requirements and constraints. One such method the University will use is to procure temporary maintenance workers directly from the union hiring hall.

In those instances in which the University uses the hiring hall, it will notify the appropriate union of its needs. Within two working days of the University's request, the union will refer a diverse pool of qualified applicants for the position or positions. The University is free to hire or reject the applicants referred through this process. If the University does not fulfill its staffing needs after the two-working day union-referral period, other recruitment sources will be utilized.

The use or non-use of the hiring hall shall not be subject to the grievance or arbitration procedure set forth in the collective bargaining agreement unless the exercise thereof violates an express written provision of the agreement.

For your information, an employee appointed to work full time for three months or more is eligible to enroll in one of the University's health plans.

If you agree that the foregoing correctly reflects your understanding, please sign in the space provided below.

Sincerely, Kent R. Ryden  
Lawrence Berkeley Laboratory

Dennis P. Marino  
Berkeley Campus

Concur: John Louis Reid

Lawrence Berkeley Laboratory  
1 Cyclotron Road  
Berkeley, California 94720

January 3, 1991

Mr. James L. Brown  
Secretary-Treasurer  
Building and Construction Trades  
Council of Alameda County, AFL-CIO  
8400 Enterprise Way  
Oakland, CA 94621

Dear Mr. Brown:

This letter contains the understanding reached between the negotiators for the University and for the Building and Construction Trades Council of Alameda County regarding Article 13, Shift Differentials. On a non-precedent basis and only for the term of this agreement the crafts crew currently assigned to the swing shift will not have a formal lunch period. They will work from 4:00 p.m. to midnight and be paid for 8 hours of work. This agreement applies only to:

- 1 - Elevator Mechanic
- 1 - Plumber
- 1 - Steamfitter
- 1 - Locksmith
- 1 - Electrician

If employees are added to this crew or if a formal swing shift is established this agreement will not preclude establishing a lunch period for them.

The employees will eat as they work and will be available for duty for the entire period of 4:00 p.m. to midnight.

Sincerely,

Kent R. Ryden  
Lawrence Berkeley Laboratory  
Lawrence Berkeley Laboratory  
1 Cyclotron Road  
Berkeley, California 94720

Dennis Marino  
Berkeley Campus

January 3, 1991

Mr. James L. Brown  
Secretary-Treasurer  
Building and Construction Trades  
Council of Alameda County, AFL-CIO  
8400 Enterprise Way  
Oakland, CA 94621

Dear Mr. Brown:

This letter contains the understanding reached between the negotiators for the University and for the Building and Construction Trades Council of Alameda County regarding Article 19, Layoff. With reference to paragraph 1, employees working for Roy Pickrell in the Academic Facilities Office although paid through Physical Resources will be considered as a separate department for the purposes of layoff.

Sincerely,

Kent R. Ryden  
Lawrence Berkeley Laboratory

Dennis Marino  
Berkeley Campus

Lawrence Berkeley Laboratory  
1 Cyclotron Road  
Berkeley, California 94720

January 3, 1991

Mr. James L. Brown  
Secretary-Treasurer  
Building and Construction Trades  
Council of Alameda County, AFL-CIO  
8400 Enterprise Way  
Oakland, CA 94621

Dear Mr. Brown:

This letter contains the understanding reached between the negotiators for the University and for the Building and Construction Trades Council of Alameda County regarding Article 17, Sick Leave. Should the University institute a sick leave buy-back or other sick leave savings incentive program at any of its California locations during the term of our agreement, we will formally notify you. Upon request from the Union, the University will meet to discuss such a program for bargaining unit employees. Should we mutually agree on a sick leave buy-back or other incentive program, it will be instituted during the life of this agreement.

This letter will be in force and effect only for the term of our agreement which commences on January 1, 1991.

Sincerely,

Kent R. Ryden  
Lawrence Berkeley Laboratory

Dennis Marino  
Berkeley Campus