

UNIVERSITY OF CALIFORNIA
AND
ACBCTC
(ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL)

AGREEMENT

SKILLED CRAFTS UNIT

OCTOBER 1, 2008 – OCTOBER 1, 2013

SKILLED CRAFTS UNIT AGREEMENT

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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 I
- 902.4 SHEET METAL WORKER II
- 902.5 SHEET METAL WORKER LEAD
- 906.3 WELDER
- 906.5 WELDER LEAD
- 910.3 PLANT MAINTENANCE TECHNICIAN PRINCIPAL
- 910.4 PLANT MAINTENANCE TECHNICIAN SPECIALIST
- 910.5 PLANT MAINTENANCE TECHNICIAN LEAD
- 920.5 LABORER SPECIALIST
- 925.3 RIGGER
- 925.4 RIGGER (CERTIFIED CRANE OPERATOR)
- 925.5 RIGGER LEAD
- 925.6 RIGGER (CRANE OPERATION)
- 930.3 CARPENTER/LOCKSMITH
- 930.5 CARPENTER/LOCKSMITH LEAD
- 930.6 PLANNER/ESTIMATOR
- 940.3 ELECTRICIAN
- 940.4 HIGH VOLTAGE ELECTRICIAN
- 940.5 ELECTRICIAN LEAD
- 940.6 HIGH VOLTAGE ELECTRICIAN LEAD
- 942.3 ELEVATOR MECHANIC
- 942.5 ELEVATOR MECHANIC LEAD
- 950.3 PLUMBER/FITTER
- 950.5 PLUMBER/FITTER LEAD
- 952.3 AIR CONDITIONING/REFRIGERATION MECHANIC
- 952.5 AIR CONDITIONING/REFRIGERATION MECHANIC LEAD
- 960.3 PAINTER
- 960.5 PAINTER LEAD
- 970.3 LIGHTING TECHNICIAN

970.5 LIGHTING TECHNICIAN LEAD
980.3 GARDENER SPECIALIST
980.5 GARDENER SPECIALIST

(At University of California, Berkeley):

7783 HIGH VOLTAGE ELECTRICIAN LEADWORKER
8101 IRRIGATION PLUMBER/MECHANIC LEADWORKER
8102 IRRIGATION PLUMBER/MECHANIC
8125 SHEET METAL LEADWORKER
8126 SHEET METAL WORKER
8135 EQUIPMENT OPERATING ENGINEER
8136 EQUIPMENT OPERATING ENGINEER LEADWORKER
8141 INSULATION WORKER
8142 MACHINIST LEADWORKER
8143 MACHINIST
8147 INSULATION LEADWORKER
8151 INSPECTOR-PLANNER-ESTIMATOR
8154 HIGH VOLTAGE ELECTRICIAN
8159 ELEVATOR MECHANIC
8176 CEMENT MASON
8188 ELEVATOR MECHANIC LEADWORKER
8189 ROOFER
8190 PLUMBER/PIPEFITTER LEADWORKER
8191 PLUMBER/PIPEFITTER
8192 STEAMFITTER LEADWORKER
8193 STEAMFITTER/REFRIGERATION MECHANIC
8194 ELECTRICIAN LEADWORKER
8195 ELECTRICIAN
8196 CARPENTER/LOCKSMITH LEADWORKER
8197 CARPENTER/LOCKSMITH
8198 PAINTER LEADWORKER
8199 PAINTER
8200 GLAZIER
8205 GLAZIER LEADWORKER
8220 ROOFER LEADWORKER
8252 ASSISTANT CHIEF STATIONARY ENGINEER
8253 STATIONARY ENGINEER
8255 STATIONARY ENGINEER LEADWORKER
8282 CEMENT MASON LEADWORKER
9445 FIRE SAFETY TECHNICIAN (effective as of 8/18/09)

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 before posting and will remain in effect until revised or modified by the UNIVERSITY. Prior to the implementation of any change in an existing job description or creation of a new job description, the UNIVERSITY shall provide advance copies of revised, modified or new job description to the Union to ensure that there is no violation of the work which has historically and traditionally been performed by skilled crafts employees. The UNION shall have 45 calendar days from the date of notice to notify the University of their concerns.

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 monies 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 local union. The percent of Fair Share Fees shall be calculated based upon the chargeable amount experienced by the Alameda County Building Trades Council in representing the bargaining unit. 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 four non-religious, non-labor charitable organizations of the employees choosing:
 - Berkeley Pledge
 - Rebuilding Together
 - 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 journeyperson 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 with five or more crafts employees. 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 liaison. 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 when possible. Approval will only be denied in emergencies. 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. 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 journeypersons 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) journeypersons 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
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.

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 7
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.
 - 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 shall 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.
 - 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 of recall eligibility.

3. Within seven days, the UNION will be notified via UC Mail of all new hires within the bargaining unit.
4. 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.

5. 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 all relevant shops for fourteen working days.
6. In recognition of the new CAMPUS policy permitting conversions to career status of those employees working in excess of 1,000 hours during specified periods, the following codifies the December 5, 2000, side letter between the CAMPUS and the UNION. The following provisions apply to the CAMPUS only.
 - a. The working definition of a "permanent appointment" is not changed. It is an appointment established at a fixed or variable percentage of time at 50% or more of full-time which is expected to continue for one year or longer. "Career appointment" is the official University term identifying what our contract refers to as a "permanent appointment."
 - b. Effective January 1, 2001, a "temporary appointment" is redefined as: an appointment established at any percentage of time, fixed or variable, during which the incumbent is expected to be on regular pay status for less than 1,000 hours in a 12-month period. "Limited appointment" will be the official University term identifying what our contract refers to as a "temporary appointment."
 - c. A temporary appointment made after January 1, 2001, will convert to a permanent appointment when the incumbent has attained 1,000 hours of qualifying service in any

12 consecutive months without a break in service of at least 120 consecutive calendar days. The conversion to permanent status will be effective the first of the month after an employee attains 1,000 hours of qualifying service. For the purposes of this calculation only, "qualifying service" includes all time on pay status. Pay status does not include paid overtime or on-call hours.

- d. With reference to Article 27, Fringe Benefit Coverage, effective January 1, 2001, membership in the University of California Retirement Plan (UCRP) will begin the first of the month after an employee attains 1,000 hours of qualifying service (as defined above) during 12 consecutive months. From the entry date forward, the employees will accumulate service credit and will be eligible for UCRP benefits in accordance with Plan provisions.
- e. The automatic conversion to career status upon attaining 1,000 hours of qualifying service as provided in 7(c) above will not occur when an employee who was hired as a replacement for another person who is on an extended leave that exceeds 1,000 hours.

ARTICLE 8 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.
5. A written performance evaluation shall be provided to all probationary employees after 90 days but no later than 120 days of their probationary period.

ARTICLE 9 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. The test results used to make the determination must be disclosed, in writing, by the appropriate office to the employee. 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. Craft employees shall be required to attend one or more craft/safety meeting per month.
5. All UNIVERSITY employees represented by the UNION shall be reimbursed, up to \$150 annually by the UNIVERSITY for the cost of approved safety shoes/boots. The employee must present the original receipt to receive the reimbursement. Employees are required to wear safety shoes during all working hours.

ARTICLE 10 HOURS OF WORK

1. The standard workweek consists of seven consecutive days and shall begin at 12:01 a.m. Monday 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 time 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 request a longer lunch break, but only with the approval of the supervisor. Normal hours of work are from 7:00 a.m. to 3:30 p.m., Monday through Friday. 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. The employee must notify the supervisor upon return.

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. At the end of such operational needs, the employee shall be allowed to take the denied rest periods.

3. Flexible work schedules, including 9/80 and 4/10 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, granted or not granted, the parties will meet to discuss the schedule in an attempt to resolve the concerns raised by the steward within seven days 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 to 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 11 OVERTIME/ON-CALL/FATIGUE TIME

The University proposes the establishment of a pilot program concerning that the UNION refers to as "Fatigue Time." This will be done through use of a side letter between Physical Plant-Campus Services ("PP-CS") and the UNION to this agreement. The pilot program will expire after six months, at which time PP-CS, may, in its sole, non-grievable discretion, elect to continue the pilot program. The Parties would then be obligated to meet to discuss the terms of the continuation, if any.

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. When an Employee is required to work through or interrupt lunch due to operational needs, that employee shall be paid overtime rate for the lunch period or allowed a lunch period as soon as operational need allows.
3. To the extent practicable, the UNIVERSITY shall determine the need for scheduled overtime work in advance of the day when such work is to be performed. For scheduled overtime, such overtime shall be posted along with a sign-up list for those interested in performing the overtime. Employees will be notified as soon as practicable before such work is to be

performed. Employees interested in working overtime shall sign the scheduled overtime list 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 in that calendar year. If the employees have an equal number of accumulated overtime hours, the assignment will be given to the employee with the most seniority within the layoff unit.

The voluntary overtime list will be compiled as follows: In January, the UNIVERSITY shall post a voluntary list for overtime. Employees who wish to work overtime shall place his/her name on the list. The initial annual lists will be arranged by seniority accrued within the layoff unit. Any employees adding their names to the overtime list shall be permitted to do so.

Employees who wish to work emergency overtime, as determined by the UNIVERSITY, will rotate, the order as to who, on the crew, is to be contacted first to respond to an emergency overtime. This rotation will occur whenever the employee(s) contacted accepts or refuses an overtime assignment. A missed call by an employee does not constitute a refusal. The Supervisor will maintain the overtime list, for their respective craft and/or shop. The Supervisor will insure that the list is posted with the craft lead responsible for dispatching. The voluntary and emergency overtime lists shall not be used in lieu of the work on-call schedule. Any newly hired employees with the requisite skills signing the overtime lists will be added to the bottom of the lists after the first full month following the beginning of their employment.

If no employee accepts 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 UNIVERSITY, an employee must accept the overtime assignment.

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

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.

For the Fire Alarm crews at the UNIVERSITY 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 UNIVERSITY 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 cancelled, 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 their supervisor at the conclusion of the employee's regular work shift immediately preceding such overtime assignment. If the employee's supervisor cannot be contacted by the end of the regular shift, the work shall be considered scheduled.

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 two (2) 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. In situations involving "call back" (Article 12.6) and on-call "call-in" (below) the following shall apply:

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.

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. At the CAMPUS, a bargaining unit employee may be excluded from on-call assignment during their probationary period, and is eligible to place their name on the list upon completion of their probationary period. 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 emergency 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 \$3.80 per hour for all classifications. Effective October 1, 2008.

**ARTICLE 12
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

**ARTICLE 13
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 14
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 180 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

- a. 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.
 - b. 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		Table B	
Vacation Credit for Employees Having Less than 120 Months of Qualifying Service		Vacation Credit for Employees Having at Least 120, but Less Than 180 Months of Qualifying Service	
Percent of Time on Pay Status	Hours of Vacation Earned	Percent of Time on Pay Status	Hours of Vacation Earned
0-49	0	0-49	0
50-54	5	50-54	6
55-64	6	55-62	7
65-74	7	63-70	8
75-84	8	71-79	9
85-94	9	80-87	10
95-100	10	88-95	11
		96-100	12

Table C		Table D	
Vacation Credit for Employees Having at Least 180, but Less Than 240 Months of Qualifying Service		Vacation Credit for Employees Having 240 or More Months of Qualifying Service	
Percent of Time on Pay Status	Hours of Vacation Earned	Percent of Time on Pay Status	Hours of Vacation Earned
0-49	0	0-49	0
50-53	7	50-53	8
54-60	8	54-59	9
61-67	9	60-65	10
68-74	10	66-71	11
75-82	11	72-78	12
83-89	12	79-84	13
90-96	13	85-90	14
97-100	14	91-96	15
		97-100	16

**ARTICLE 15
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. 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 holiday to be mutually scheduled between the employee and the supervisor.
5. If a holiday falls during an employee's scheduled vacation, it shall not be counted as a day of vacation.
6. 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

7. 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 16
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. 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.

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.

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.

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.
8. Catastrophic Leave. The UNIVERSITY and the UNION agree to add the pre-existing Catastrophic Leave program to this labor agreement.

The plan may be found at: <http://hrweb.berkeley.edu/er/leaves/catastrophic>

ARTICLE 17 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 18, Layoff and Reduction in Time, Article 19, 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 14, 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 16, 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 18, Layoff and Reduction in Time, Article 19, Discipline & Dismissal and Article 8, 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 18, Layoff and Reduction in Time, Article 19, Discipline and Dismissal, and Article 8, 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 18
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 (4) 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 (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 shall give forty-five (45) calendar days notice to the UNION.

Layoff and/or reduction in time is affected 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. If an employee with less seniority is retained, the CAMPUS or LABORATORY shall notify the union in advance of the layoff date and in writing of the special skills, knowledge and abilities which support the retention of the less senior employee. If the UNION wishes to meet and discuss the out of seniority layoff, a written request must be made to the head of the department planning the layoff within thirty (30) days of service of the notice to the UNION. Failure to submit the request in writing within the thirty (30) day period will result in a waiver of the right to meet and discuss.

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, whichever is later. An employee's seniority also includes the number of full-time equivalent months on pay status in the lead or journey level classification associated with the currently held classification since the date of employment or the last break in service or separation, whichever is later. This seniority is called "position seniority." For purposes of layoff, if employees possess the same position seniority in a layoff unit, the date of hire with the University will prevail.

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.

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.
4. 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 19 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. All disciplinary actions shall be kept confidential except that the UNIVERSITY may share confidential information with all parties it feels are necessary to investigate, respond to/defend or otherwise resolve grievances, lawsuits or outside agency complaints.
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, which must be requested within 10 calendar days after the discipline is imposed, 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 all the charges and material upon which the charges are 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.
5. 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 within 15 calendar days of receipt of employee's response. 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.
6. 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.
7. Time limits, as established in this Article, may be extended by mutual agreement between the union and 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.

8. Weingarten Rights: 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.
9. 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.
10. The UNION will be notified of all suspensions, investigatory leaves, and dismissals.

**ARTICLE 20
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 D, 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 sending the notice of intent in the U.S. mail, certified return receipt 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 15 (15) 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.
2. After review of the employee's timely response, if any, the UNIVERSITY shall notify the employee of any action to be taken within fifteen (15) calendar days. An effective date of separation shall be at least within fifteen (15) calendar days from the date of receipt 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.

D. 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 21 LABOR MANAGEMENT COMMITTEE

1. The parties to this Agreement agree to jointly establish a Labor-Management Committee for the CAMPUS and LABORATORY within 30 days following ratification of this agreement.
2. The purposes of this committee shall be to meet and confer on items of mutual concern, to establish harmonious relations between labor and management, and to avoid, when possible, grievances and unfair labor practice charges.
3. The Committee shall consist of eight members, as follows:
 - a. One Co-Chairperson appointed by the Labor Relations Department

- b. One Co-Chairperson appointed by the Union
 - c. Three members appointed by the UNIVERSITY'S Co-Chairperson; and
 - d. Three members appointed by the UNION'S Co-Chairperson
 - e. Other participants may be invited to attend meetings upon mutual agreement of the co-chairs
4. Meetings shall be held at least once a quarter, but not more than once each calendar month. Meetings scheduled beyond the required quarterly meeting shall be scheduled by the Co-Chairpersons by mutual consent.
 5. The Co-Chairpersons shall determine the dates of the meetings and the agendas by mutual agreement.
 6. Nothing in this article shall be interpreted as a replacement of the collective bargaining process or the formal grievance procedure.

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. Grievances of two or more employees may be included in one review if agreed to by both parties. All grievances from use the Grievance Procedure. A Union representative may be present at all steps of all grievance procedure. For purposes of this Article, all days shall be calendar days.

Any employee or group of employees may at any time, either individually or through a representative of their own choosing, other than a University of California employee who is supervisory, managerial or confidential, present grievances to the employer and have such grievances adjusted, without the intervention of the exclusive representative; provided, the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of a written memorandum then in effect. The employer shall not agree to resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

3. Step 1. **Informal Review:** As soon as practicable, the employee or UNION representative shall discuss the issue with the immediate supervisor. All parties shall informally attempt a final resolution of the issue. 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 issue is not resolved through informal discussion with the immediate supervisor the employee may proceed to the next step of the Grievance Procedure.

4. **Step 2. Formal Review:** 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. All grievances shall be filed with the University's Labor Relations or Labor and Employee Relations office within thirty (30) days from the event or issue being grieved. The UNIVERSITY must receive the written grievance within thirty (30) days after the employee or the UNION knew, or could be expected to have known, of the event or issue which gave rise to the grievance. Time limits will be extended if agreed upon in writing by the CAMPUS or LABORATORY offices and the UNION. 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 2 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.
5. **Step 3. CAMPUS or LABORATORY Review:** Within fifteen (15) days of the receipt of any written grievance, the CAMPUS or LABORATORY shall meet with the Union and the grievant. 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) days following the Step 3 meeting. 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) 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.

6. 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.
7. 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.
4. 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.

5. 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.
6. 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.

7. 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 Article 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 4 if the grievance was initiated at Step 4.
8. 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.
9. 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.

10. 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.

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.

ARTICLE 25 SALARY

Effective October 1, 2008, there will be a 2% across the board increase for CAMPUS employees.

Effective October 1, 2009, the CAMPUS will provide an across the board increase of 0%.

Effective October 1, 2010, the CAMPUS will provide an across the board increase of 0%.

The parties agree that if the State of California provides money to the CAMPUS for salary increases for non-represented workers in either 2009-10 or 2010-11, the CAMPUS and the Union will agree to meet and confer over how to distribute the additional funds if any.

During 2010, the LABORATORY and the UNION shall engage in re-opener negotiations over LABORATORY wages only.

For the 2011-12 and 2012-13 contract years the CAMPUS shall engage in re-opener negotiations over wages.

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/JOB ABANDONMENT/RESIGNATION

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.

For the CAMPUS only:

F. The CAMPUS will offer the following severance plan for employees placed on indefinite layoff:

1. Employees with 0-2 years of continuous service in the bargaining unit-No severance
2. Employees with 3-5 years of continuous service in the bargaining unit-2 weeks severance
3. Employees with 6-10 years of continuous service in the bargaining unit-4 weeks severance
4. Employees with 11-15 years of continuous service in the bargaining unit-8 weeks severance
5. Employees with 16-20 years of continuous service in the bargaining unit-12 weeks severance
6. Employees with more than 20 years of continuous service in the bargaining unit-16 weeks severance
7. Employees who elect severance will waive all recall rights
8. If an employee receiving severance is rehired to a position with the University before the expiration of the period covered by the severance, the employee will re-pay UCPS the remainder.
9. Each layoff unit shall, in each instance of indefinite layoff, not reduction in time, offer severance in lieu of recall rights to all employees in the unit affected by the layoff. A career employee who has received a notice of indefinite layoff may elect in writing, severance pay in lieu of recall rights within fourteen (14) calendar days of receipt of the notice of layoff. Election is irrevocable. If the employee does not elect within fourteen (14) calendar days the option for severance pay is forfeited, and the employee will retain their recall rights.

G. JOB ABANDONMENT/RESIGNATION

The University may treat failure to report to work for five (5) or more consecutive scheduled days without notice as an employee's abandonment of, and resignation from, her/his University position.

1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address.
2. At the option of the employee, her/his response may be written or may be a meeting with a designated University official who has the authority to effectively recommend reinstatement of the employee.
3. Following the employee's timely response, or if no response was provided within the fourteen (14) calendar days, the designated University official shall issue a final decision.
4. Separations for job abandonment may be grieved/arbitrated solely to determine if job abandonment as defined under this article has occurred and if the University satisfied its obligations in 1 above.
5. If the arbitrator determines that job abandonment has occurred and the University has complied with 1 above, they shall have no authority to overturn or modify the University's action.
6. The University shall notify the employee in writing at the employee's last known mailing address of all actions taken under the provisions of this Article.

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 violating 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 Plant 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; 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 on October 1, 2008 and remain in full force and effect until terminating on October 1, 2013 with the following exceptions:

The LABORATORY and UNION will **NOT** negotiate over LABORATORY wages for 2007-08 or 2009-10, as these wage rates were previously bargained separately with the LABORATORY. If the State of California provides money to the CAMPUS for salary increases for non-represented workers in either 2009-10 or 2010-11, the CAMPUS and the Union will agree to meet and confer over how to distribute the additional funds if any.

2. During the period of negotiations, the terms and conditions of this Agreement, including those articles under discussion, shall remain in full force and effect.
3. Upon mutual agreement this contract may be re-opened for amendment or modification.

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 _____
Mary Helen Morman
Business Representative
Dated _____

By _____
Dwayne Duckett
Vice President, Human Resources
Dated _____

By _____
Gayle Saxton
Director of Labor Relations
Dated _____

By _____
Kenneth T. Phillippi
Chief Negotiator
University of California, Berkeley
Dated _____

APPENDIX I

Effective October 1, 2008, the following hourly salary rates will be in effect on the CAMPUS:

8252C	Assistant Chief Stationary Engineer	\$29.88
8197C	Carpenter/Locksmith	\$30.14
8196C	Carpenter/Locksmith Leadworker	\$32.40
8176C	Cement Mason	\$29.00
8282C	Cement Mason Leadworker	\$31.17
8195C	Electrician	\$35.57
8194C	Electrician Leadworker	\$38.23
8188C	Elevator Mechanic	\$46.16
8159C	Elevator Mechanic Leadworker	\$49.60
8135C	Equipment Operating Engineer	\$32.76
8136C	Equipment Operating Engineer Leadworker	\$35.21
9445C	Fire Safety Technician (effective 8/18/09)	\$28.25
8200C	Glazier	\$31.33
8205C	Glazier Leadworker	\$33.67
8154C	High Voltage Electrician	\$39.16
7783C	High Voltage Electrician Leadworker	\$42.09
8151C	Inspector-Planner-Estimator	\$34.31
8141C	Insulation Worker	\$35.79
8147C	Insulation Leadworker	\$38.47
8102C	Irrigation Plumber	\$30.81
8101C	Irrigation Plumber Leadworker	\$33.12
8143C	Machinist	\$31.37
8142C	Machinist Leadworker	\$33.72
8199C	Painter	\$29.26
8198C	Painter Leadworker	\$31.44
8191C	Plumber/Pipefitter	\$34.23
8190C	Plumber/Pipefitter Leadworker	\$36.79
8189C	Rofer	\$29.26
8220C	Rofer Leadworker	\$31.44
8126C	Sheet Metal Worker	\$33.10
8125C	Sheet Metal Leadworker	\$35.57
8253C	Stationary Engineer	\$29.40
8255C	Stationary Engineer Leadworker	\$31.57
8193C	Steamfitter/Refrigeration Mechanic	\$34.23
8192C	Steamfitter Leadworker	\$36.79

APPENDIX II

Effective October 1, 2008, the following hourly salary rates will be in effect on the LABORATORY:

952.3	Air Conditioning/Refrigerator Mechanic	\$35.94
952.5	Air Conditioning/Refrigerator Mechanic Lead	\$38.64
930.3	Carpenter/Locksmith	\$31.98
930.5	Carpenter/Locksmith Lead	\$34.38
940.3	Electrician	\$36.98
940.5	Electrician Lead	\$39.77
942.3	Elevator Mechanic	\$36.48
942.5	Elevator Mechanic Lead	\$39.22
980.3	Gardener Specialist	\$23.34
980.5	Gardener Specialist Lead	\$25.09
940.4	High Voltage Electrician	\$39.98
940.6	High Voltage Electrician Lead	\$42.98
920.5	Laborer Specialist	\$31.13
970.3	Lighting Technician	\$17.47
970.5	Lighting Technician Lead	\$18.78
960.3	Painter	\$31.05
960.5	Painter Lead	\$33.37
930.6	Planner Estimator	\$36.49
910.3	Plant Maintenance Technician Principle	\$30.02
910.4	Plant Maintenance Technician Specialist	\$32.03
910.5	Plant Maintenance Technician Lead	\$34.42
950.3	Plumber/Fitter	\$35.22
950.5	Plumber/Fitter Lead	\$37.87
925.3	Rigger	\$30.63
925.4	Rigger (Certified Crane Operator)	\$31.41
925.6	Rigger (Crane Operation)	\$32.92
925.5	Rigger Lead	\$32.92
902.3	Sheet Metal Worker I	\$35.12
902.4	Sheet Metal Worker II	\$37.46
902.5	Sheet Metal Worker Lead	\$40.27
906.3	Welder	\$32.65
906.5	Welder Lead	\$35.11

APPENDIX IA

Effective October 1, 2009, the following hourly salary rates will be in effect on the CAMPUS:

8252C	Assistant Chief Stationary Engineer	\$29.88
8197C	Carpenter/Locksmith	\$30.14
8196C	Carpenter/Locksmith Leadworker	\$32.40
8176C	Cement Mason	\$29.00
8282C	Cement Mason Leadworker	\$31.17
8195C	Electrician	\$35.57
8194C	Electrician Leadworker	\$38.23
8188C	Elevator Mechanic	\$46.16
8159C	Elevator Mechanic Leadworker	\$49.60
8135C	Equipment Operating Engineer	\$32.76
8136C	Equipment Operating Engineer Leadworker	\$35.21
9445C	Fire Safety Technician (effective 8/18/09)	\$28.25
8200C	Glazier	\$31.33
8205C	Glazier Leadworker	\$33.67
8154C	High Voltage Electrician	\$39.16
7783C	High Voltage Electrician Leadworker	\$42.09
8151C	Inspector-Planner-Estimator	\$34.31
8141G	Insulation Worker	\$35.79
8147C	Insulation Leadworker	\$38.47
8102C	Irrigation Plumber	\$30.81
8101C	Irrigation Plumber Leadworker	\$33.12
8143C	Machinist	\$31.37
8142C	Machinist Leadworker	\$33.72
8199C	Painter	\$29.26
8198C	Painter Leadworker	\$31.44
8191C	Plumber/Pipefitter	\$34.23
8190C	Plumber/Pipefitter Leadworker	\$36.79
8189C	Rofer	\$29.26
8220C	Rofer Leadworker	\$31.44
8126C	Sheet Metal Worker	\$33.10
8125C	Sheet Metal Leadworker	\$35.57
8253C	Stationary Engineer	\$29.40
8255C	Stationary Engineer Leadworker	\$31.57
8193C	Steamfitter/Refrigeration Mechanic	\$34.23
8192C	Steamfitter Leadworker	\$36.79

APPENDIX IIA

Effective October 1, 2009, the following hourly rates will be in effect on the LABORATORY.

952.5	Air Conditioning/Refrigerator Mechanic Lead	\$37.50
930.3	Carpenter/Locksmith	\$32.94
930.5	Carpenter/Locksmith Lead	\$35.41
940.3	Electrician	\$38.58
940.5	Electrician Lead	\$41.50
942.3	Elevator Mechanic	\$37.58
942.5	Elevator Mechanic Lead	\$40.40
980.3	Gardener Specialist	\$24.04
980.5	Gardener Specialist Lead	\$25.85
940.4	High Voltage Electrician	\$41.18
940.6	High Voltage Electrician Lead	\$44.27
920.5	Laborer Specialist	\$32.07
970.3	Lighting Technician	\$18.00
970.5	Lighting Technician Lead	\$19.35
960.3	Painter	\$31.98
960.5	Painter Lead	\$34.37
930.6	Planner-Estimator	\$34.31
910.3	Plant Maintenance Technician Principle	\$30.92
910.4	Plant Maintenance Technician Specialist	\$32.99
910.5	Plant Maintenance Technician Lead	\$35.46
950.3	Plumber/Fitter	\$36.75
950.5	Plumber/Fitter Lead	\$39.51
925.3	Rigger	\$31.55
925.4	Rigger (Certified Crane Operator)	\$32.36
925.6	Rigger (Crane Operation)	\$33.91
925.5	Rigger Lead	\$33.91
902.3	Sheet Metal Worker I	\$36.18
902.4	Sheet Metal Worker II	\$38.59
902.5	Sheet Metal Worker Lead	\$41.48
906.3	Welder	\$33.63
906.5	Welder Lead	\$36.17

APPENDIX IB

Effective October 1, 2010, the following hourly salary rates will be in effect on the CAMPUS:

8252C	Assistant Chief Stationary Engineer	\$29.88
8197C	Carpenter/Locksmith	\$30.14
8196C	Carpenter/Locksmith Leadworker	\$32.49
8176C	Cement Mason	\$29.00
8282C	Cement Mason Leadworker	\$31.17
8195C	Electrician	\$35.57
8194C	Electrician Leadworker	\$38.23
8188C	Elevator Mechanic	\$46.16
8159C	Elevator Mechanic Leadworker	\$49.60
8135C	Equipment Operating Engineer	\$32.76
8136C	Equipment Operating Engineer Leadworker	\$35.21
9445C	Fire Safety Technician (effective 8/18/09)	\$28.25
8200C	Glazier	\$31.33
8205C	Glazier Leadworker	\$33.67
8154C	High Voltage Electrician	\$39.16
7783C	High Voltage Electrician Leadworker	\$42.09
8151C	Inspector-Planner-Estimator	\$34.31
8141C	Insulation Worker	\$35.79
8147C	Insulation Leadworker	\$38.47
8102C	Irrigation Plumber	\$30.81
8101C	Irrigation Plumber Leadworker	\$33.12
8143C	Machinist	\$31.37
8142C	Machinist Leadworker	\$33.72
8199C	Painter	\$29.26
8198C	Painter Leadworker	\$31.44
8191C	Plumber/Pipefitter	\$34.23
8190C	Plumber/Pipefitter Leadworker	\$36.79
8189C	Rofer	\$29.26
8220C	Rofer Leadworker	\$31.44
8126C	Sheet Metal Worker	\$33.10
8125C	Sheet Metal Leadworker	\$35.57
8253C	Stationary Engineer	\$29.40
8255C	Stationary Engineer Leadworker	\$31.57
8193C	Steamfitter/Refrigeration Mechanic	\$34.23
8192C	Steamfitter Leadworker	\$36.79

APPENDIX IIB

Effective October 1, 2010, the following hourly salary rates will be in effect on the LABORATORY:

952.3	Air Conditioning/Refrigerator Mechanic	\$37.36
952.5	Air Conditioning/Refrigerator Mechanic Lead	\$39.85
930.3	Carpenter/Locksmith	\$42.83
930.5	Carpenter/Locksmith Lead	\$34.73
940.3	Electrician	\$37.35
940.5	Electrician Lead	\$31.93
942.3	Elevator Mechanic	\$34.07
942.5	Elevator Mechanic Lead	\$36.62
980.3	Gardener Specialist	\$33.12
980.5	Gardener Specialist Lead	\$32.58
940.4	High Voltage Electrician	\$33.42
940.6	High Voltage Electrician Lead	\$35.02
920.5	Laborer Specialist	\$35.02
970.3	Lighting Technician	\$34.01
970.5	Lighting Technician Lead	\$36.56
960.3	Painter	\$38.81
960.5	Painter Lead	\$39.84
930.6	Planner Estimator	\$42.52
910.3	Plant Maintenance Technician Principle	\$42.85
910.4	Plant Maintenance Technician Specialist	\$45.71
910.5	Plant Maintenance Technician Lead	\$38.80
950.3	Plumber/Fitter	\$41.72
950.5	Plumber/Fitter Lead	\$37.95
925.3	Rigger	\$40.80
925.4	Rigger (Certified Crane Operator)	\$38.72
925.6	Rigger (Crane Operation)	\$41.62
925.5	Rigger Lead	\$33.02
902.3	Sheet Metal Worker I	\$35.49
902.4	Sheet Metal Worker II	\$18.59
902.5	Sheet Metal Worker Lead	\$19.98
906.3	Welder	\$24.83
906.5	Welder Lead	\$26.69

APPENDIX IIIB

Effective October 1, 2011, the following hourly salary rates will be in effect on the LABORATORY:

902.3	Sheet Metal Worker I	\$38.48
902.4	Sheet Metal Worker II	\$41.05
902.5	Sheet Metal Worker Lead	\$44.11
906.3	Welder	\$35.77
906.5	Welder Lead	\$38.47
910.3	Plant Maintenance Tech Princ	\$32.89
910.4	Plant Maintenance Tech Spec	\$35.10
910.5	Plant Maintenance Tech Lead	\$37.72
920.5	Laborer Specialist	\$34.12
925.3	Rigger	\$33.56
925.4	Rigger (Certified Crane Opr)	\$34.43
925.5	Lead Rigger	\$36.07
925.6	Rigger (Crane Operation)	\$36.07
930.3	Carpenter	\$35.03
930.5	Carpenter Lead	\$37.66
930.6	Planner Estimator	\$39.97
940.3	Electrician	\$41.04
940.4	High Voltage Electrician	\$43.80
940.5	Electrician Lead	\$44.14
940.6	High Voltage Electrician Lead	\$47.08
942.3	Elevator Mechanic	\$39.96
942.5	Elevator Mechanic Lead	\$42.97
950.3	Plumber/Fitter	\$39.09
950.5	Plumber/Fitter Lead	\$42.03
952.3	Air Cond/Refrig Mech	\$39.88
952.5	Air Cond/Refrig Mech Lead	\$42.87
960.3	Painter	\$34.01
960.5	Painter Lead	\$36.55
970.3	Lighting Technician	\$19.15
970.5	Lighting Technician Lead	\$20.58
980.3	Gardener Specialist	\$25.57
980.5	Gardener Specialist Lead	\$27.49

Building and Construction Trades
Council of Alameda County, AFL-CIO
8400 Enterprise Way
Oakland, California 94621

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 18, Layoff and Reduction in Time. As regards Article 18, Section 2, the LABORATORY will use the three digit classification code in determining an employee's "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

University of California at Berkeley
Campus Personnel Office
207 University Hall
Berkeley, CA 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 32 of the Agreement to subcontract both construction and maintenance work. The contents of this letter do not in any 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 appointment 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 F. Ryden
Lawrence Berkeley Laboratory

Dennis P. Marino
Berkeley Campus

Concur:

John Louis Reid

UNIVERSITY OF CALIFORNIA, BERKELEY

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FAX (510) 642-2888
TEL. (510) 643-6001

OFFICE OF LABOR RELATIONS
OFFICE OF HUMAN RESOURCES
207 UNIVERSITY HALL # 3540
BERKELEY, CALIFORNIA 94720-3540

March 11, 2003

Ms. Bonnie Henriquez
Business Representative
Alameda County Building and Construction Trades Council
8400 Enterprise Way, Room 205
Oakland, California 94621

Re: Richmond Field Station Scheduling Side Letter

Dear Ms. Henriquez:

This letter reflects the understanding reached between the parties during our meeting on February 5, 2003, concerning the alternate or "flexible" work schedules for ACBCTC-represented crafts employees working at the University's College of Engineering's Richmond Field Station. ("RFS") The specifics of the alternate schedules are as follows:

The Richmond Field Station Maintenance/Operations department offers a flexible work schedule for its skilled craft employees. The intent of the program is to help reduce the number of annual commute days and to allow additional free time for the employee. The flexible schedule is a voluntary program offered to the employees.

The employee is allowed the opportunity to switch back to the traditional 40-hour per week schedule with prior notification to his/her supervisor. The current program utilizes an eighty-hour, two-week format; the skilled craft employees are divided into two groups: A & B. Each group works a 44-hour schedule one week and a 36-hour schedule the following week.

This allows one group a Friday off every other week. The schedule typically ends the week prior to the winter holiday break and restarts following the New Year holiday. The new schedules are produced each December and distributed to the employees.

Schedules are alternated each year to allow each group the opportunity for extended Holiday weekends. The daily shift and rotating schedule is as follows:

Daily Schedule

Monday-Thursday: All employees work a 9-hour shift of 7:00-4:30

Friday: Working group works from 7:00-3:30

If you agree with this alternate or flexible scheduling arrangement, please sign in the space provided below.

Kenneth T. Phillippi
UC Berkeley Labor Relations

Scott Shackleton
College of Engineering

Bonnie Henriquez
ACBCTC



OFFICE OF LABOR RELATIONS
OFFICE OF HUMAN RESOURCES
207 UNIVERSITY HALL # 3540
BERKELEY, CALIFORNIA 94720-3540

April 1, 2003

Ms. Bonnie Henriquez
Business Representative
Alameda County Building and Construction Trades Council
8400 Enterprise Way, Room 205
Oakland, California 94621

Re: IARS Scheduling Side Letter

Dear Ms. Henriquez:

During negotiations over the successor agreement to the contract between ACBCTC and UC, we discussed the necessity, in Intercollegiate Athletics and Recreational Sports, for employees covered by the agreement to work different schedules than those found in the agreement. Following is the text of the agreed upon language.

Side Agreement

Scheduling and overtime issues related to craft employees working in the Department of Intercollegiate Athletics and Recreational Sports (IARS).

1. Work Week – IARS prefers that employee work hours follow the schedules prescribed in the Labor Agreement. However, Department programs and activities necessitate variable schedules to meet basic needs. Employee work schedules shall consist of consecutive five-day blocks, typically Monday-Friday. Deviation from the normal Monday-Friday work schedule (Sunday-Thursday, Tuesday-Saturday) will be driven by events, special program needs, and/or seven-day facility coverage. For the purposes of calculating overtime, the workweek will begin at 12:00am, Sunday and conclude at 11:59pm, Saturday. This is consistent with the standard IARS work week.
2. Work Shifts – The normal work hours shall be 7:30am-4:00pm. Deviations from the regular schedule will be based upon event schedules and program needs. Alternate work shifts shall consist of eight and one-half consecutive hours (e.g. 8:00am-4:30pm, 2:00pm-10:30pm).

The University will attempt to accommodate individual requests to alter work schedules.

3. Overtime - All time that exceeds the eight-hour work shift or forty hours in the work-week is overtime.
4. Scheduling Overtime - IARS will determine the base level of service and the crafts necessary to support programs and events. The primary work assignment will drive event staffing (e.g. Memorial Stadium staff will work football games, Haas Pavilion staff will work volleyball and basketball, pool staff will work pool events, Recreational Sports staff will support recreation events). Some overtime shifts will be assigned on a rotating basis for cross training and experience.

Alternate work assignments for events and special program needs shall be scheduled in advance and work schedules will be posted 30 days preceding each semester (or competition season.) If schedules are not posted, or changes to the schedule occur less than 30 days in advance, the affected employees may request a meeting with the union representative and the department to review the impact and explore a mutually beneficial solution. Changes to regular or alternate work schedules mandated by the University that occur less than ten days in advance shall be subject to the overtime rate with the exception of changes resulting from television, NIT or NCAA tournament bids, etc. Changes associated with special events or ceremonies, are generally caused by external forces that the Department cannot control or reasonably anticipate.

5. Overtime Compensation - In keeping with Article 12, paragraph 2, of the collective bargaining agreement, 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. IARS employees who have worked an overtime assignment may receive payment or compensatory time off for such overtime hours at their discretion. Employees may declare the compensation method during the first week of January, for January through June, and the first week of July, for July through December. The compensation method will remain unchanged unless the employee notifies the University during the stated declaration period. Employees who elect payment will be paid monthly, typically two weeks following the submission of the timesheet. Employees who elect to accrue compensatory time off can bank time for later use. Compensatory time off will be scheduled by mutual consent of the University and employee. Earned compensatory time cannot be cashed out at any time. Although there are no limits to banked compensatory time, staff are encouraged to use compensatory time, particularly during winter and summer when events are less frequent.
6. Leads - IARS recognizes the traditional role of the lead in coordinating work with other crafts and providing technical knowledge and expertise for craft workers. IARS also recognizes safety issues with people working alone on certain tasks. The Union acknowledges that IARS has a small number of crafts employees and agrees that IARS shall not be required to have a lead or more than one person in each craft. IARS agrees to schedule work assignments and personnel in keeping with safe work practices. This does not preclude IARS from having lead positions if operational needs change.

Agreed: _____
Kenneth T. Phillippi
UC Berkeley Labor Relations

Mike Huff
IARS

Bonnie Henriquez
ACBCTC

September 22, 2011

Ms. Mary Helen Morman
Business Representative
Alameda County Building and Construction Trades Council
8400 Enterprise Way, Room 205
Oakland, California 94621

Re: Fatigue Time Side Letter, Article 11

Dear Ms. Morman:

During successor negotiations over the contract between the University of California ("UC"), and the Alameda County Building and Construction Trades Council ("UNION"), the parties agreed to create a side letter memorializing the agreement between the UC Berkeley CAMPUS ("CAMPUS") and ACBCTC to establish a 6 month pilot program for CAMPUS employees assigned to shutdowns. The parties also agreed to an extension of the pilot program. Following the extension, the parties agreed to make Fatigue Time a permanent part of the agreement via a sideletter. Following is the text of the agreed upon language.

Side Agreement

In recognition of the service provided to the CAMPUS and to reduce the potential for accidents as a result of an employee having insufficient rest time before beginning his next regularly scheduled shift, the CAMPUS and the UNION have agreed to include Fatigue Time in the labor agreement between the parties. The parties further recognize the Fatigue time pilot program has proven beneficial to both the CAMPUS and the UNION. The elements of Fatigue Time are as follows:

1. Employees shall receive full pay for fatigue time, hour for hour, worked if they have worked overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift, provided that the employee worked two (2) or more consecutive hours of overtime within a nine (9) hour period before the start of the employees' next regularly scheduled shift.
2. Fatigue time will also apply if an employee is called in with three (3) or fewer hours til the start of their next regularly scheduled shift.
3. Fatigue time will apply if an employee is called in or is scheduled to return to work with less than eight (8) hours from the end of their regular work shift. The fatigue time will be paid hour for hour worked and will start upon the employees return to work.
4. Fatigue time will also apply if an employee is called in two or more times in an eight (8) hour period prior to their regular work shift. The employee will be paid for eight (8) hours of fatigue time for the next regular work shift immediately following overtime work.
5. Fatigue time must be taken during the first or last part of the next regularly scheduled work day.

Employees shall not receive fatigue time if:

1. Employees are called out to perform overtime work within two (2) hours of the start of their next regularly scheduled shift.

Agreed:

Mary Helen Morman
ACBCTC

Kenneth T. Phillippi
UC Berkeley Labor Relations