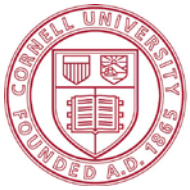

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AGREEMENT

for the

Clerical Unit (CX)

Between the University of California and the Coalition of University Employees

Effective February 15, 2006 - September 30, 2008

Complete Contract

ARTICLE 1
ACCESS/UNION RIGHTS

A. GENERAL PROVISIONS

1. The parties acknowledge that it is in the union's interest that it be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting union meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing CUE employees of union activities. In the interest of facilitating these purposes, and in accordance with local campus/Laboratory/hospital procedures, the parties agree to this Article.
2. The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/Laboratory/hospital.

B. ACCESS BY THE UNION/UNION REPRESENTATIVES - GENERAL PROVISIONS

1. Designated union representatives who are not University employees, or who are not employed at the facility visited, may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit members matters pertaining to this Agreement. In the case of visits for the purpose of conducting unscheduled meetings with bargaining unit members, the union representative shall give notice upon arrival in accordance with local campus/Laboratory/hospital procedures.
2. CUE will furnish the University with a written list of all CUE representatives, CUE designated employee representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner by CUE and any changes, additions or deletions to the list shall be made in writing to the University. [CCL]
3. Such internal union business as membership recruitment, campaigning for union office, handbilling or other distribution of literature, and all other union activities shall take place during non-work time. Employee rest and meal periods are non-work time for the purposes of this Article.

C. EMPLOYEE REPRESENTATIVES

1. The University shall recognize CUE designated employee representatives who are members of the bargaining unit. The function of the CUE designated employee representative shall be to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
2. For the purposes of receiving paid release time as provided in this section, CUE may designate four University employees, as CUE designated employee representatives at each campus/Laboratory/hospital. Additionally, in the event the campus/hospital/laboratory has more than 200 employees, CUE may

designate one additional CUE-designated employee representative for each additional 100 bargaining unit members thereafter, up to a maximum of thirty (30) CUE-designated employee representatives. CUE shall not designate more than one CUE designated employee representative per department unless the department has more than 200

employees in which case there can be up to 1 per 100 CX employees. The department CUE reps may not be from the same smaller unit (4 or less CX employees) of such a large department. [CCL]

a. The total cumulative use of paid release time for the CUE designated employee representative shall be limited to 10 hours in any one month. University convened meetings pursuant to Article 7 – Grievance Procedure, shall not be deducted from this block of time. [CCL]

b. Such paid release time shall be for grievance-related activities such as:

1) The initial hand-delivered filing of a grievance and the retrieval of University documents provided pursuant to a written request for information related to a grievance;

2) One-on-one meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement which is at the Informal Review stage of Article 7, – Grievance Procedure;

3) Meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievance are presented/signed or with whom time limit agreements are achieved;

4) Informal Review meetings held pursuant to §E. of Article 7, – Grievance Procedure.

c. Any request for release time shall be made to the CUE designated employee representative's supervisor prior to the activity for which release time is requested. Such approval shall be granted solely on the basis of operational needs and shall not be denied unreasonably.

d. At its sole discretion, the University may authorize use of release time in excess of the 10 hours per month limitation. The exercise of this discretion and/or the enforcement by the University of the 10-hour maximum shall under no circumstances establish a precedent for the CUE designated employee representative or department involved nor shall the allowance of greater than 10 hours in a month for a CUE designated employee representative have any effect or bearing on the ability of the University to enforce the 10-hour maximum on any other CUE designated employee representative.

e. Should a question of possible abuse of these release time provisions arise, the University will so notify CUE, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.

D. MEETING ROOMS AND BULLETIN BOARDS

1. CUE shall be granted use of general purpose meeting rooms. Such use shall be arranged in advance with the designated campus/Laboratory/hospital office and will not be unreasonably denied. Room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for purposes such as teaching, or patient care-related purposes or staff conferences. If a

reserved room is canceled, the University will attempt to provide a comparable alternative space.

2. CUE shall have access to general-purpose bulletin boards and shall have the use of those bulletin boards. Any materials posted must be dated and initialed by the union representative responsible for the posting and a copy of all materials posted must be provided to the appropriate University representative at the location at the time of posting. At those locations where the University is responsible for posting material on bulletin boards, the University will post copies of the CUE-provided material within one business day.

E. MAIL DELIVERY

1. United States mail which is received by the University bearing an employee name and accurate address will be placed in the employee mailboxes in the normal manner. In departments where employee mailboxes exist, the union shall have reasonable use of them. In departments where individual mailboxes are in a restricted work area, CUE may make arrangements with the responsible University official in the restricted work area to have the CUE mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute CUE mail to employees by the normal method.

F. ACCESS TO EMPLOYEE HOME ADDRESS AND TELEPHONE NUMBERS

1. On a monthly basis, the University shall provide CUE with an electronic list via File Transfer Protocol (FTP) of all employees in the bargaining unit. The list will include the following: name, title, title code, date of hire, annual salary rate, percentage appointment, appointment type, campus mailing address and hiring unit. In addition, the list will include the home address and telephone number of bargaining unit members unless the employee has specifically requested that the home information not be released. The University will provide CUE a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit.

2. The Union will inform bargaining unit employees of their right to designate their home address and telephone number as confidential. Such notice will be provided when the union provides its “Hudson” notice to employees.

3. The University will delete from bargaining-unit employees’ employment forms the option of withholding home addresses and phone numbers from the Union.

4. Upon written request by CUE, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which CUE can correspond with said individuals. The mailing service shall keep confidential the home address of the employees who have requested that the home information not be released. CUE will bear all costs associated with this service.

5. Employee work and home addresses and telephone numbers shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the confidentiality of all information provided to it under this Article.

6. The Union agrees to defend, indemnify and hold harmless the University of California (including its subdivisions and employees) from any claim, suit or liability of any nature arising from (a) a challenge to this Section F; or (b) any action of the Union taken pursuant to, or in violation of, this Section F. The Regents will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision.

7. LBNL

a. The Laboratory shall continue to provide its monthly list and change list on a weekly basis.

G. PRINTING AND DISTRIBUTION OF AGREEMENT

1. A copy of this Agreement shall be given by the University to each employee in the Bargaining Unit. The University and CUE shall split the cost of printing contracts for unit members. In addition, the parties shall each pay for the number of copies they need for administrative and other purposes.

2. The University shall provide CUE a copy of the tentative agreement language on diskette within 14 calendar days of reaching tentative agreement. A camera-ready copy will be provided to CUE within 30 calendar days from the parties' agreement of the final text. Within 20 calendar days of CUE's receipt of the camera-ready copy, CUE shall confirm the final copy or meet with the University to review corrections. The University shall then deliver the agreed upon camera-ready copy to the UC Printing Services. Within 20 calendar days of receipt of the "blue line" from UC Printing Services, the University shall notify CUE to meet and review the "blue line." At that time, CUE shall pay the University one-half of the estimated cost of the agreement for the unit members. Upon receipt of full payment from CUE, the contracts described in G.1. above shall be provided to CUE within 90 calendar days.

H. TELEPHONE

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Article 7, – Grievance Procedure. Employees are responsible for paying any costs associated with such telephone usage in accordance with the departmental procedures in effect at the time. The frequency and duration of permitted phone calls shall not be such as to interfere with or disrupt the

employee's completion of work assignments, nor impair the efficiency of University operations. The University may audit employee representatives' use of the telephone system to the same extent as it may audit other employee's use of such equipment.

I. E-MAIL USE

CUE designated employee representatives may use their University e-mail account for the purpose of conducting union business which is specifically authorized by Article 7 - Grievance Procedure. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

J. NEW EMPLOYEE ORIENTATIONS

1. The University shall notify CUE in advance of scheduled new employee orientations, if any, upon request of the local CUE representative.
2. At the University's new employee orientation, if any, packets of information supplied by CUE shall be made available.
3. CUE shall be permitted to meet with the new Clerical employees according to campus/hospital/laboratory timetables and practices immediately after new employee orientation sessions, if any, for the purpose of sharing information with new clerical employees.
4. Information about the time and location of the CUE meeting shall be announced at the new employee orientation meeting, if any. Employees may attend CUE's meeting on non-work time, such as lunch or break times.
5. The University and CUE agree to meet and discuss over arrangements to accomplish the goals of this section.

K. LEAVE OF ABSENCE FOR UNION BUSINESS

1. General Conditions

a. Long Term Leave of Absence Without Pay

1) Upon at least thirty (30) calendar days advance written request from CUE and the employee, the University shall grant one (1) CUE-represented employee per hospital/campus/Laboratory an extended leave of absence without pay to engage in union business. The union/employee shall specify the duration of the extended leave of absence at the time the employee requests the leave. No such leave shall be granted unless the written request specifies the duration of the leave.

2) Long-term leaves of absence shall be for a period of not less than one (1) year. In no situations shall the University grant a long-term leave of absence for a period of more than three (3) years.

3) During the leave of absence, the employee shall be in a "without pay and without benefits" status. Furthermore, during the employee's leave of absence the University shall in no way be obligated to provide pay or benefits for the employee. The employee may purchase benefits in accordance with plan regulations.

4) The University, due to operational requirements, may postpone the date a leave of absence without pay is scheduled to begin.

b. Short Term Leave

1) Subject to operational considerations, upon at least thirty (30) calendar days written request from CUE and the employee, the University will grant a short-term or part time leaves of absence without pay for union business to one (1) employee or one FTE equivalent per hospital/campus/Laboratory (one rep per campus/hospital/location) per calendar year. Such leaves

may not exceed twelve (12) consecutive months. Requests for short-term leave shall not be unreasonably denied.

2) During the leave of absence, the employee shall be in a "without pay and without benefits" status. Furthermore, during the employee's leave of absence the University shall in no way be obligated to provide pay or benefits for the employee. The employee may purchase benefits in accordance with plan regulations.

2. Return From Leave

a. The University shall not be required to return an employee on a leave of absence for union business prior to the return date specified at the start of the leave.

b. At least forty-five (45) calendar days prior to the completion of the long-term leave of absence, CUE shall notify the University of the employee's intent to return to the University's employ and the employee shall likewise so advise the University.

c. Upon return, the employee shall be placed in the same position from which s/he took the leave of absence and at the rate of pay which would place the employee at the same relative position in the range for the position as that range exists when the employee returns. Placement of the employee in her/his previous position shall be consistent with staffing reductions and/or layoffs, which may have occurred during the period of the leave of absence without pay.

3. Attendance At Local Meetings

a. Upon fourteen calendar days' advance written notice to her/his supervisor, local union officers and local employee representatives included on the list provided to the University by CUE, as set forth in Section B.2. of Article 1, Access, shall be granted time off without pay or, at the employee's option, such time would be charged to accrued compensatory time off or accrued vacation time, to attend local union meetings. Approval for such leave shall not be granted for a period to exceed four (4) hours and such approval shall not be granted to any individual employee more than once per month. The granting of such approval to local employee representatives and officers shall be subject to the operational needs of the University and may be granted to one (1) or more but not necessarily all such employees on the same shift in the same operational area. Such approval shall not be unreasonably denied.

L. RELEASED TIME FOR BARGAINING

1. The University shall provide release time in a without-loss-of-straight-time-pay status for not more than one (1) active status University Clerical Unit employee per campus (including LBNL), for a total of eleven (11) bargaining team members from the Clerical Unit CUE is expected to designate in writing permanent and alternate team members who are members of the bargaining unit and in active employment status at least 30 calendar days prior to the first bargaining session. Nothing in this section shall preclude CUE's appointment of a permanent bargaining

team member during the course of negotiations from a location where a permanent team member had not been selected previously. Substitution of alternate members for permanent members is permitted only upon CUE's provision, in writing, of the name and work location of the employee team member alternate seven (7) calendar days in advance of the scheduled bargaining session unless the parties agree otherwise.

2. The University will provide released time for designated team members no more than one per location, in a without-loss-of-straight-time-pay status to attend scheduling bargaining sessions for negotiations.

3. Such released time in without-loss-of-straight-time-pay status shall be provided only for scheduled negotiation sessions and only for days on which the team member would have been scheduled to work. Such hours shall not exceed the bargaining team member's actual scheduled work hours for any one day of a scheduled bargaining session, not to exceed 40 hours per week. Such released time shall not count in the calculation of overtime or other ancillary pay/premiums.

4. Bargaining sessions are defined as scheduled face-to-face meetings and related caucuses during meeting days for the purpose of negotiating wages, hours, and other terms and conditions of employment. The travel time included in the released time without loss of straight-time pay status is the reasonable amount of time for direct travel to and from the bargaining team member's place of employment.

5. It is expected that employee bargaining team members shall provide their supervisors with written notice of all bargaining sessions as soon as practicable following the scheduling of bargaining sessions. A bargaining team member may be denied released time for bargaining, if written notice is not provided at least 14 calendar days prior to the scheduled bargaining, unless the parties agree otherwise. In the event a bargaining session is scheduled with less than 14 calendar days advance notice, the University will ensure released time for primary and/or alternate members of CUE's bargaining team is granted.

ARTICLE 2
AGREEMENT

A. This Agreement is made and entered into on _____ at Oakland, California, pursuant to the provisions of Articles 1 through 11 of the Higher Education Employer-Employee Relations Act (HEERA) by and between The Regents of the University of California, a corporation (hereinafter referred to as the "University" or "management" or "employer") represented by the Office of the President of the University of California system, and the Coalition of University Employees (hereinafter referred to as "CUE" or "Union").

B. PURPOSE OF AGREEMENT

1. It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of HEERA and provides for orderly and constructive employment relations in the public interest, in the interests of the University, and the interests of the employees represented by CUE.

2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to the

employer-employee relationship which exists between them relative to the scope of bargaining.

3. This Agreement recognizes one certified bargaining unit. Each provision of this Agreement applies to that bargaining unit unless specified otherwise.

C. RECOGNITION

1. Pursuant to and in conformity with the certifications issued by the Public Employment Relations Board (PERB) of the State of California in case number SF-HR-12, the University recognizes CUE as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees, excluding employees designated as managerial, supervisory and/or confidential by the University as of November 21, 1997 and all student employees whose employment is contingent upon their status as students, in the following described bargaining unit:

a. Unit #12 - Clerical and Allied Services (SF-HR-12)

2. The term "employee" as used in this Agreement shall refer to employees of the University of California including the Lawrence Berkeley Laboratory ("Laboratory") in the above-mentioned unit except for those excluded pursuant to C.1. above.

3. The classes and title codes included in Unit 12 are listed in Appendices A and B.

D. WAIVER OF UNIT MODIFICATION AND RECLASSIFICATION OF EXCLUDED POSITIONS

1. The job titles and positions excluded from the unit by the parties' stipulations of July 22, 1997 and by PERB's Consent Election Order of May 20, 1997 shall be conclusively deemed to be managerial, supervisory, or confidential, or any indicated combination thereof, as shown on the list appended to said stipulation, and CUE expressly waives for the duration of this Agreement any right it may have to seek to include any such title or stipulation by unit modification. CUE recognizes that the University has the exclusive right to establish new title codes and titles for any such excluded position or title. The University shall advise CUE of any such new title. In the event the University elects not to establish a new title for some or all excluded positions currently classified in included titles, the University shall, during the term of this Agreement, provide the Union with a list, by bargaining unit and by campus/hospital/Laboratory location, of the excluded positions which remain within included titles and the incumbents at that time, if any. The failure to include an excluded position on any such list shall not be evidence that the position should be included in any unit.

E. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

1. In the event the University determines that a position or title should be reclassified or designated for exclusion from the unit, or the University intends to replace a major portion of a bargaining unit position with a position in a classification outside of the unit, the University shall notify CUE in writing at least thirty (30) calendar days prior to the proposed implementation. If CUE determines to challenge the University's proposed action, it shall notify the University in writing within thirty (30) calendar days from the date on which the University's notice was mailed, and the proposed effective date will be extended by thirty (30) calendar days. During such an extension, the parties will meet and

discuss the University's proposed action. If the parties are unable to reach agreement regarding the University's proposed action, the University may commence, PERB unit modification procedures, as outlined under PERB regulations. Until the bargaining unit assignment is either agreed to by the parties or finally resolved through the PERB unit modification procedures, (1) the affected position(s) or title(s) shall remain in the unit and shall remain covered by all provisions of this agreement, (2) the University may, in compliance with Article 45, Wages, Section D, Other Increases, of this Agreement, increase compensation for the affected position(s) or title(s), and (3) the duties associated with the proposed reclassification may be assigned to the affected employee(s).

F. NEW CLASSES

1. When the University creates a new class and title within the occupational subgroups (OSG) included in the bargaining unit, the University shall mail a notice to the Union of the bargaining unit assignment, if any, of such class at least 60 calendar days before the proposed date of implementation. The notice to the Union shall include a statement or reason(s) for the creation of the new class. The Union shall have 45 calendar days from the date of such notice to contest the University's assignment. If the Union contests the assignment, the University and the Union shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the class. If the parties are unable to reach agreement, the dispute shall be submitted to PERB pursuant to Regulation

32781(a)(2) for resolution. If the Union does not contest the bargaining unit assignment within the 45 calendar day notice period, the unit assignment of the new class shall be deemed agreeable to the parties and PERB shall be so advised. Bargaining unit assignments made by the University which are contested by the Union shall remain as originally assigned by the University until such time as the parties are in mutual agreement as to a different assignment or, if such assignment is referred to PERB within the appeal period stated above, until resolution of the matter by the PERB process.

2. If the inclusion of a new class within the bargaining unit covered by this Agreement is agreed to by the parties or found appropriate by PERB, the University shall assign a pay rate to the class.

3. Assignment by the University of the pay rate to a new class as indicated above shall be consistent with the existing compensation and classification methodologies utilized by the University at the time of the assignment.

4. If the new classification is in the bargaining unit in accordance with the provisions of Section F.1-3 above, the University shall notify CUE of the proposed range and ancillary pay practice to be implemented. If CUE notifies UC within 15 days of receipt of the notice it wishes to bargain the change(s), the parties shall meet and confer regarding the salary range and ancillary pay practices for the classification. Meet and confer shall commence no later than 30 calendar days following the Union's request, unless the parties agree otherwise.

G. ABOLITION OF CLASSES

1. The University will provide CUE with 60 calendar days notice of its intent to abolish a classification. The notice to the Union shall include a statement of the reason(s) for the abolition. Upon written request from CUE, the parties will meet and confer over the effects at least 30 days before the intended date of implementation unless the parties agree otherwise. The University shall not abolish the class unless the parties

have reached agreement through the meet and confer process over effects of the decision, or conclusion of the impasse process.

ARTICLE 3
ARBITRATION PROCEDURE
A. GENERAL CONDITIONS

1. An appeal to arbitration may be made only by the union and only after the timely exhaustion of Article 7, - Grievance Procedure. The appeal to arbitration must be signed by the President of CUE, or designee, and filed with the Office of Labor Relations, Office of the President.

a. When hand delivered, proof of service must accompany the appeal to arbitration. The date of receipt will be used to determine the date of the appeal for hand-delivered appeals.

b. When mailed, the appeal must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the date of the appeal for mailed appeals.

2. For the purposes of this Article, time limits are calculated in calendar days, unless otherwise stated and deadlines which fall on a day which is not a location business day will automatically be extended to the next business day. All time limits may be extended by written agreement of the parties in advance of the expiration of the time limit. The union's failure to meet any time limit, or extension to a time limit, will render the Appeal to Arbitration ineligible for further processing and the University's preceding written answer will be considered final.

3. If the appeal to arbitration is withdrawn, the last preceding University written response will be considered final.

4. The decision of the arbitrator on any issue properly before him or her shall be final and binding.

5. An appeal to arbitration shall not prohibit efforts by the University and CUE to resolve the grievance during the time the appeal is pending and until such time that an arbitrator has rendered his or her decision.

6. CUE shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the union and/or on the behalf of employees. An agreement by the parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s).

7. Where two or more grievances are appealed to arbitration, all grievances by or related to the same employee(s), or grievances which relate to the same incident, issue or course of action, may be consolidated by agreement of the parties.

8. An appeal of an expedited grievance to arbitration may be made only by CUE in accordance with this section. Requests for arbitration under the expedited grievance, §F.2.e. of Article 7, – Grievance Procedure must include a copy of the completed grievance form.

9. Time Limits

a. Initial filing - An appeal to arbitration must be filed within 30 calendar days of the issuance of the University's Step 3 decision to the union or Step 2 decision in the case of an expedited grievance appealed to arbitration.

b. University Acknowledgment of Receipt - Within 15 calendar days of the postmark or, in the case of hand delivery the date of receipt of the union's appeal to arbitration, the University shall mail to the union an acknowledgment of the receipt of the appeal and the identity of the

location to which all relevant correspondence should be directed.

c. Selecting the Arbitrator and Scheduling the Hearing Date

1) Within 45 calendar days from the date the grievance was originally appealed to arbitration, CUE shall contact the University to select an arbitrator according to Section C of this Article. The scheduling of the arbitration hearing date must be accomplished no later than 90 calendar days from the date the grievance was originally appealed to arbitration, except as provided below in c.3. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator. The parties may extend the 90-day limit for scheduling the arbitration by mutual written agreement in advance of the expiration of the time limit.

2) In such cases the arbitrator shall be provided with a copy of the written agreement. Failure to select the arbitrator and schedule the hearing according to this section will render the grievance ineligible for arbitration and the last preceding University written answer shall become final.

3) If CUE initiates the selection process in writing to the University with a preferred arbitrator from the arbitration panel and there is no written University response by the deadline for selection of the arbitrator (45 days from CUE's appeal to arbitration), then the CUE choice shall be final unless CUE initiates the selection process within 15 business days of the deadline for selection of the arbitrator. In such case, the University shall have 15 business days to respond to CUE's choice of an arbitrator and the period for scheduling the arbitration hearing shall be extended by 10 business days.

d. Should the Union make a request that the grievance which has been appealed to arbitration be placed in abeyance for any reason, the period of abeyance shall not exceed 90 days. The Union further agrees that grievances placed in abeyance shall have the time limits tolled during this period. Failure by the Union to reactivate the grievance within the 90-day limit following request that it be held in abeyance will render the grievance ineligible for arbitration and the last preceding University written answer shall become final. If CUE requests selection of the arbitrator, it shall be according to the arbitration selection process in this section, including A.9.c.

B. EMPLOYEE REPRESENTATION

Union representation at the arbitration hearing may consist of two representatives, with only one representative eligible for without-loss-of-straight-time-pay status. Released time shall not be unreasonably denied. If a second representative requests released time for the hearing, it shall not be unreasonably denied and it shall be without pay. Only one representative may be designated as the employee advocate for the course of the hearing.

C. SELECTION OF ARBITRATOR

Within 45 calendar days of the date of the appeal to arbitration, the arbitrator shall be selected using the following procedures:

1. Until a permanent panel is selected by the parties, on a case-by-case basis, the parties may agree to the selection of any qualified and available person to serve as an arbitrator. Absent such agreement, the parties may agree to the selection

of an arbitrator from a list provided by the American Arbitration Association.
2. Once the permanent panel is in place, the parties may mutually agree to an arbitrator. In the event the parties cannot agree to an arbitrator, the parties shall then alternately strike one name each from the 15 names. The first strike will be determined by a flip of a coin, and the last name remaining shall be the arbitrator.
3. If both parties disagree with the arbitrator who has been selected, the process shall be repeated once in its entirety.
4. A separate arbitrator shall be selected for each grievance appealed to arbitration, unless the parties agree otherwise in writing.
5. Except as provided in Section A.9.c.iii of this Article, the parties may agree in writing to extend the 45-day limit for selecting the arbitrator. Failure to select the arbitrator within 45 calendar days, or to mutually agree to a written extension of the time period, will render the appeal to arbitration ineligible for further processing and the University's preceding written answer will be considered final.

D. SCOPE OF ARBITRATION

1. Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the issue(s) stated by Step 3. Issues or allegations which were known or should have been known to either party but not introduced by the Step 3 process shall not be introduced by either party at the arbitration hearing, except as provided in Section D.2., below.
2. When practicable, the University shall inform CUE in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator in its Acknowledgment of Receipt, according to A.9.b.above. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in Section D.3., below. In such a case, the parties shall use the selection process described in Sections A.9 and C above to select two arbitrators. The first arbitrator will be selected to hear the issues of arbitrability and the second arbitrator will be selected to decide the merits of the case if the issues are determined to be arbitrable. Unless either party requests a full and complete arbitration proceeding on the arbitrability issue, the first arbitrator shall issue either a bench decision, or upon either party's request, a written decision within 7 calendar days of the completion of the arbitrability hearing. In the event that the first arbitrator, as a result of the arbitrability hearing referenced above determines a matter to be arbitrable, the first arbitrator shall have no authority to decide the issues pursuant to the merits of the case. A hearing on the merits of the case will be scheduled with the second arbitrator, unless the parties agree otherwise.
3. If, following the issuance of the University Acknowledgement of the appeal, the University raises for the first time issue(s) of arbitrability, a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance ineligible for arbitration, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.
4. Section D.1. and Section D.2. above, shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case or from agreeing to separate hearings on arbitrability and the merits of the case before a single arbitrator.

E. ARBITRATION PROCEEDING

1. The parties will attempt to agree on a location for the arbitration hearing.
2. The arbitration hearing shall be closed to anyone other than the participants in the arbitration hearing, unless the parties otherwise agree in writing.
3. The arbitration hearing shall provide an opportunity for CUE and the University to examine and cross-examine witnesses under oath or affirmation, and to submit relevant evidence.
4. Settlement offers made any time during the Grievance and/or Arbitration Procedures shall not be introduced as evidence in the arbitration hearing.
5. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall, on a case-by-case basis, be as agreed upon by the parties or as specified by the arbitrator. Briefing time limits shall be extended by the Arbitrator upon the agreement of both parties.
6. The arbitrator shall consider the evidence presented and render a written decision within 30 calendar days of the close of the record of the hearing.
7. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, CUE has the burden of initiating the steps in the procedure. With the exception of those cases in which the issue is that of actions taken by the University pursuant to Article 5, – Corrective Action/Discipline and Dismissal, CUE shall have the burden of proof. The burden of proof in cases in which the issue is that of actions taken by the University pursuant to Article 5, – Corrective Action/Discipline and Dismissal, shall be the University's.
8. Prior to the hearing, the parties shall endeavor to exchange the names of all known witnesses and relevant materials to be introduced at the hearing.

F. AUTHORITY OF THE ARBITRATOR

1. The arbitrator's authority shall be limited to determining whether the University has violated the provision(s) of this Agreement as set forth in the Union's Step 3 appeal or Step 2 appeal if expedited. If such a violation is found, the arbitrator shall specify the remedy in accordance with the terms of this Agreement.
2. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement and shall not make any award that would, in effect, grant CUE or the employee(s) any terms which were not obtained in the negotiation process.
3. The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the reasonable request of either party but not upon his or her own motion.
4. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed.
5. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing, or within the post-hearing time lines agreed to by the parties during the hearing.

G. ARBITRATION REMEDIES

1. No remedy by an arbitrator shall be made retroactive to a date earlier than 30 calendar days prior to the filing of the Step 1 grievance, except for the correction of an error in implementation in payment of wages or the correction of

mathematical, calculation, recording or accounting errors relating to the payment of wages. For grievances involving the correction of an error in implementation of payment of wages or the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, an award of an arbitrator shall not in any case be made retroactive to a date earlier than three years prior to the initiation of the written grievance in Step 1 of the Grievance Procedure. Additionally, no remedy shall be provided for any period of time during the grievance and/or arbitration procedure for which an extension of time limits has been granted at the request of CUE or any time an employee was on strike.

2. In any decision of a grievance appealed to arbitration involving retroactive payments, the appropriate University and CUE representatives shall expeditiously determine the identity of the payees and the specific amount owed each payee. Such amount of payment shall be final and no employee or group of employees may subsequently grieve the amounts owed.

3. Remedies involving monetary payment and/or benefits shall be limited in their calculation to the utilization of the employee's actual and appropriate wage or benefit amount at the time of the violation and shall not include the awarding of interest or any other payment/credit unrelated to a University benefit amount or the employee's hourly wage.

4. Upon the motion of either party, or at his or her own discretion, an arbitrator may retain jurisdiction in cases involving an award of retroactive monetary payment (and/or benefits).

5. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee the pay, benefits or rights lost less any compensation from any source, including but not limited to Workers' Compensation, Unemployment Compensation or other employment.

H. COST OF ARBITRATION

1. The cost of the arbitrator's fees and expenses of the hearing will be shared equally by the University and CUE. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator.

2. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

I. PAY STATUS

1. The grievant (one grievant in a group grievance) shall be in a without-loss-ofstraight-time-pay status at the arbitration hearing.

2. The University and CUE shall establish a reasonable schedule for witness(es)' testimony at the arbitration proceeding. Employee witnesses who appear at the arbitration hearing at the request of CUE shall be in a without-loss-of-straighttime-pay status for reasonable travel time, the time spent actually giving testimony and/or waiting to testify in accordance with the established schedule. Every effort shall be made by the University and CUE to avoid the presentation of repetitive witnesses.

3. Total release time for the grievant, employee representative and witness(es) for travel to/from the hearing and for participation in the hearing shall not exceed either their normally scheduled hours of work for the day(s) of the hearing or their actual participation in the hearing. Participants shall travel to/from the hearing via the most expeditious method of transportation available.
4. Not more than one employee representative will be released in without-loss-ofstraight-
time-pay status for attendance at any one arbitration hearing.
5. The University shall not be responsible for any lodging, travel expenses or other expenses incurred by grievants, witnesses, employee or CUE representatives with regard to the union's presentation in the arbitration hearing.

J. EXPEDITED ARBITRATION

The parties may agree to use an expedited form of arbitration to be agreed to by the parties and the arbitrator. Expedited arbitrations may be used in discipline cases involving suspensions of five (5) days or less, written warnings, minor pay claims or in any other case the parties stipulate to do so, provided it is by mutual agreement in advance of the scheduling of the arbitration.

K. ARBITRATION PANEL

1. The parties will make an attempt to agree on the panel of 30 arbitrators, with 15 on a Northern Panel and 15 on a Southern Panel. Nothing shall preclude the parties from including an arbitrator on both the northern and southern lists. If agreement cannot be reached on the names of the arbitrators on each list, the remaining number of arbitrators needed to complete a panel will be selected alternately by the parties. The party selecting first shall be determined by a flip of a coin.
2. After one year from the date the panel members were initially selected, and annually thereafter, each party shall have the right to eliminate up to one arbitrator from the panel. A party exercising this right shall notify the other party in writing of the name of the arbitrator to be stricken from the panel.
3. In replacing arbitrators who were eliminated from the panel, the procedure in Section K.1. shall be used again but any arbitrator eliminated in Section K.2. above, may not be placed back on the panel until at least one year from the date on which such arbitrator was stricken.
4. In the event one vacancy in the panel of arbitrators occurs, other than the elimination of an Arbitrator by the parties pursuant to Section K.2. above, such vacancy may be filled by the parties within 30 calendar days, using the procedures in Section K.1. above, if the parties agree that a replacement is necessary. In the event more than one vacancy in the panel of arbitrators occurs, such vacancy shall be filled by the parties within 30 calendar days by using the procedures in Section K.1. above, unless both parties agree that no replacement is necessary prior to the annual panel review.
5. The northern list of arbitrators shall be used for arbitrations arising at the Davis, the Office of the President, Lawrence Berkeley Laboratory, Berkeley, San Francisco, and Santa Cruz locations, unless the parties agree to use an arbitrator from the southern panel. The southern list of arbitrators shall be used for arbitrations arising at the Santa Barbara, Los Angeles, Merced, Irvine, Riverside, and San Diego locations, unless the parties agree to use an arbitrator from the northern panel.

The Lists of Arbitrators is attached as Appendix F.

CATASTROPHIC/COMPASSIONATE LEAVE

A. The University will maintain local catastrophic leave programs for members of the Clerical and Allied Services unit.

B. At every campus/hospital/Laboratory where a catastrophic leave sharing plan is currently in effect, the plan shall remain in effect for employees eligible under established campus/hospital/Laboratory guidelines. Clerical employees shall be eligible to participate fully in these plans as recipients and donors, consistent with local campus guidelines.

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

ARTICLE 5
CORRECTIVE ACTION/DISCIPLINE AND DISMISSAL

A. GENERAL PROVISIONS

1. The University shall have the authority to discipline or to dismiss a non-probationary career employee for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.
2. A non-probationary career employee who alleges that discipline and/or dismissal is not based on just cause may appeal such action pursuant to the provisions of Article 7, – Grievance Procedure.

B. TYPE OF DISCIPLINE

1. The University may discipline an employee by written warning, suspension without pay, disciplinary demotion, salary decrease, or dismissal.
2. At least one written warning shall precede any other corrective action except when corrective action is the result of performance or conduct that an employee knows or reasonably should have known, was unsatisfactory. Such performance or conduct may include but is not limited to dishonesty, theft or misappropriation of University property, fighting on the job, insubordination, acts endangering others, or other serious misconduct.
3. A performance evaluation or a counseling memo is not in and of itself discipline.

C. INVESTIGATORY LEAVE

1. The University may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of employee misconduct which warrant relieving the employee immediately from all work duties and removing the employee from the premises.
2. The investigatory leave must be confirmed in writing to the employee normally not later than three working days after the leave is effective. The University shall provide a copy to CUE. The confirmation must include the reasons for and the expected duration of the leave.
3. On conclusion of the investigation, the employee shall be informed in writing of the disciplinary action, if any, to be taken. If the University offers and the employee agrees (and if represented by CUE and CUE also agrees), up to 10 work days of the investigatory leave may be converted to an unpaid disciplinary suspension provided the notice and employee

responses provision of this Article have been followed before the final decision is made.

4. If the University fails to include the expected duration of the leave per C.1, above an employee on investigatory leave shall have at least one business day within which to respond to any University communications.

D. NOTICE

1. Written notice of intent to suspend for more than five days, demote, or dismiss shall be given to the employee, either by delivery of the notice to the employee in person or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the University in writing of any change in their address. The notice of intent shall be accompanied by Proof of Service indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent. A copy of the Notice of Intent shall be sent to CUE.

2. The notice of intent shall:

a. Inform the employee of the disciplinary action which the University intends to take, the reason for the disciplinary action, and the effective date of the disciplinary action;

b. Inform the employee that he or she has a right to respond either orally or in writing, within 10 calendar days of the date of the issuance of the notice of intent in accordance with §E. below; and to whom to respond.

c. Include a copy of the charge and material upon which the charge is based.

E. EMPLOYEE RESPONSE

The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. The response must be received within 10 calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice of intent sent to the employee. If the employee chooses to respond orally, the employee may have present a Union representative, provided the representative is not a University employee who has been designated as supervisory, managerial, or confidential.

F. UNIVERSITY RESPONSE

After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. The action may not include discipline more severe than that described in the notice of intent; however, the University may reduce the discipline without the issuance of a further notice of intent.

G. COPIES OF DISCIPLINE TAKEN PROVIDED TO CUE

Effective the first of the month following 60 days after ratification of the contract:
When discipline exceeds a letter of warning, a copy of the notice of the final action taken will be sent to CUE within seven (7) working days. Failure to provide such notice to CUE shall not delay the imposition of discipline upon the employee.

ARTICLE 6
DURATION

A. DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 midnight on _____, and shall terminate at 11:59 p.m. on September 30, 2008.

B. REOPENER NEGOTIATIONS

1. 2006-07

a. If the University does not receive the amounts listed for compensation in Article 45, Section E., Wages, in the State Budget Act as finally adopted in those years and the University does not increase the individual rates on or before October 1, 2006, as provided for in Article 45, Section E., Wages, wages shall be subject to reopener bargaining. No later than 30 days following adoption of the State Budget, the University shall serve written notice of the University's 2006-07 general range adjustment and its intent to reopen Article 45, Section E.

b. Within 14 days following issuance of the Governor's May Revise, the University negotiator shall discuss with a CUE-designated individual general non-confidential information regarding the status of the Compact Money in the State Budget for the following fiscal year.

2. 2007-08

a. If the University does not receive the amounts listed for compensation in Article 45, Section G., Wages, in the State Budget Act as finally adopted in those years and the University does not increase the individual rates on or before October 1, 2007, as provided for in Article 45, Section G., Wages, wages shall be subject to reopener bargaining. No later than 30 days following adoption of the State Budget, the University shall serve written notice of the University's 2007-08 general range adjustment and its intent to reopen Article 45, Section G.

b. Within 14 days following issuance of the Governor's May Revise, the University negotiator shall discuss with a CUE-designated individual general non-confidential information regarding the status of the Compact Money in the State Budget for the following fiscal year.

C. NEGOTIATION OF A SUCCESSOR AGREEMENT

1. The requirements for the University and/or CUE for successor negotiations are as follows:

a. No later than February 1, 2008 the University and CUE shall meet for one day, or as mutually agreed, to present issues of interest for the successor bargaining.

b. Written proposals for a successor Agreement shall be exchanged by the University and CUE no later than March 1, 2008.

c. Such negotiations shall commence no later than April 1, 2008, unless otherwise mutually agreed to by the parties.

2. In order to facilitate successor negotiations, eleven (11) CUE representatives (no more than one from each campus) shall receive five (5) days of paid release time in order to

provide the University with a comprehensive set of initial proposals prior to the commencement of negotiations.

a. No more than two (2) days of the release time for successor bargaining may be used in any calendar week. A written request for release time must be submitted to the supervisor at least 14 calendar days in advance of the need for release time.

b. CUE will notify the Office of Labor Relations with a list of the CUE representatives on behalf of whom it seeks release time and the dates for their release.

D. Neither party shall have any obligation or requirement to negotiate any provisions of any Article(s) not timely designated.

E. In the event that neither party gives timely notices as set forth in this section, this Memorandum of Understanding shall remain in effect on a year-to year basis. In the event that the Memorandum of Understanding continues in this manner, the identification of CUE's bargaining team members shall be in accordance with Article 1, Section L., Access. Written proposals shall be provided in accordance with Section C. above.

ARTICLE 7
GRIEVANCE PROCEDURE

The University and CUE agree the purpose of this Article is to encourage and facilitate the resolution of alleged violations, misinterpretations or misapplications of this Agreement as defined in A.1 below at the lowest level possible. This preamble is not grievable or arbitrable.

A. GENERAL CONDITIONS

1. A grievance is a written complaint by an individual employee, a group of employees, or CUE that the University has violated a specific provision of this Agreement. The University shall not have the right to use the grievance procedure.
2. No employee shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.
3. Filing

a. All grievances must be filed with the campus/hospital/laboratory Labor Relations office at the campus that employs the grievant and within the time frames specified in this Article. Grievances must be filed on the form agreed to by the parties as set forth in appendix C.

b. The grievance form must be signed and dated by the employee(s) or the employee's representative upon submission to the University. Union grievances must be signed by the CUE President or his/her designee(s).

c. The grievance form (see appendix C) shall be furnished to the employee by CUE and may be furnished by the University. The University may provide employees with access to the form or direct the employee(s) to CUE.

1) Only one incident shall be covered in any one grievance. A formal grievance must

a) Identify the specific Article(s) and section(s) of this Agreement alleged to have been violated; describe the action(s) which allegedly violated the identified Article(s) and Section(s), together with the date(s) of the action(s); and describe the remedy requested.

2) Receipt of the grievance shall be acknowledged in writing by the University as soon as practicable following receipt, and shall be sent to the non-work address listed on the grievance form.

3) For the initial filing of a grievance, the date filed shall be the date

received. However, if the grievance is mailed, the date of the US Postal Service postmark shall be considered the date filed. For grievance appeals and responses, the date of issuance shall be the date hand-delivered, or the date of the US Postal Service postmark, if mailed, provided the address used is the non-work address on the grievance form. If an address other than what is provided on the grievance form is used, then an additional 10 calendar days shall be granted for the grievance appeal. In order to obtain this extension, the grievant, or his/her representative, must provide the envelope bearing the incorrect address at the time the appeal is filed. The date of hand delivery shall be the date of the stamp or handwritten acknowledgement of receipt as noted by the Labor Relations office. The University shall acknowledge receipt by dating the form, and providing a copy of the dated form to the grievant or his/her representative.

4) If a grievance form is used for the initial filing of the grievance procedure, the grievance form, or a copy thereof, shall be completed and provided to each party unless the parties agree otherwise.

d. No remedy shall exceed restoring to the grievant the pay, benefits or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation, or any other employment.

4. Resolution of the grievance at any step, although final, shall not be precedent setting.

B. EMPLOYEE REPRESENTATION

A grievant shall have the right to be represented at all steps of the grievance procedure by a CUE representative or a CUE-designated employee representative, or any other one person of the grievant's choice other than a University employee who has been designated as supervisory, managerial, or confidential. CUE may have an additional advisor who shall not be a spokesperson and who shall not be on paid release time.

C. TIME LIMITS

1. Other than the time limits for the initial Step 1 filing of a grievance, the time limits as specified in this Article may be extended by mutual agreement of the parties. Extensions must be in writing and must be signed by the parties in advance. The parties may mutually agree to skip any steps of the grievance procedure. Such an agreement must be in writing and must be signed by the parties.

2. Deadlines that fall on a day that is not a regular business day will automatically be extended to the next business day.

3. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last University response to the grievance and shall be considered ineligible for further appeal.

4. If the University has not responded by the designated time limit in this Article, the grievance will be advanced to the next step in the grievance process if it is confirmed by CUE in writing by the deadline date for appeal to that step. If CUE does not confirm the advance to the next step, the grievance shall be considered withdrawn and ineligible for further processing.

D. GRIEVANTS WHO HAVE RESIGNED

Grievants who voluntarily resign their employment with the University, unless they retire,

shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual, union, or group grievance. However, if the grievance is related to compensation negotiated in a UC/CUE Agreement, the grievance may be continued if it has been appealed to Step 2 before the date of resignation.

E. GRIEVANCE PROCEDURE - INFORMAL REVIEW

Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to resolve the alleged grievance informally. When an employee or representative requests such a meeting, an Informal Review meeting shall be held with the immediate supervisor within 15 calendar days of the request. Informal resolution of grievances at the lowest possible level is an objective shared by the University and CUE. Informal attempts of settlement to resolve the grievance shall not extend time limits including the initial 30-day filing deadline.

F. GRIEVANCE PROCEDURE - FORMAL REVIEW

1. Step 1:

a. All grievances (individual, group, or union) must be filed either by U.S. mail or hand delivery, and received by the Labor Relations Office at the campus/hospital/Laboratory which employs the grievant(s) within 30 calendar days after the date on which the employee or CUE knew or could be expected to know of the event or action giving rise to the grievance. If hand delivered after business hours, the date of receipt shall be the next business day.

b. Grievances received after the filing deadline will be processed solely for the purposes of determining whether the grievance was untimely.

c. Resolution of grievances at the lowest possible level is an objective shared by the University and CUE. If no Informal Review meeting took place, and either party requests it, there shall be a meeting held at Step 1 that includes the supervisor and the grievant.

d. University Review:

The University's written response will be issued to the grievant and the representative, if any, within 15 calendar days after the meeting is held or, if no meeting is held, 15 days after the formal grievance is filed. If the response is not issued within this time limit, the grievance shall be processed in accordance with C.4 above. If the grievance is not resolved at Step 1, the grievance may be appealed to Step 2.

e. Sexual Harassment Complaint Resolution Procedures:

1) An employee alleging sexual harassment may elect to substitute a campus/hospital/laboratory Sexual Harassment Complaint Resolution Procedure for Step 1 of the Grievance Procedure. An employee who elects to use the Sexual Harassment Complaint Resolution Procedure may return to the grievance procedure only if he/she filed a grievance within the 30-day time limit for filing. An employee who elects to resume the regular grievance procedure in place of the Sexual Harassment Complaint Resolution Procedure shall do so by sending written notice to the University. The University's Step 1 Grievance response will be issued within 15 calendar days after the notice is received by the designated University official.

2) Grievances that allege a violation involving sexual harassment may, at the grievant’s option, enter the grievance procedure at

Step 2.

3) If no report issues from the sexual harassment complaint resolution process or the employee elects to use the sexual harassment complaint resolution process and for any reason the grievance remains in abeyance for one hundred eighty (180) days or more, the case will be considered withdrawn by the grievant, unless the grievant indicates in writing that the grievance should remain in abeyance.

2. Step 2:

a. If the grievance is not resolved at Step 1, the grievant or the Union may proceed to Step 2 by filing a written appeal with the Labor Relations Office within 15 calendar days of the date the written response is issued.

b. Unless the parties agree otherwise, the designated University local official shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than 15 calendar days following receipt of the appeal to Step 2. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.

c. During the Step 2 process, the parties may agree in writing to amend the alleged violations stated in the original grievance.

d. If requested by the grievant, a second CUE representative may participate in the Step 2 meeting. In the event a second CUE representative attends, only one representative may actively participate in the grievance meeting, and the University shall pay release time for only one representative.

e. If a grievance that alleges a violation of Article 5, – Corrective Action/Discipline and Dismissal only is not satisfactorily resolved at Step 2, CUE may appeal directly to arbitration in accordance with Article 3, – Arbitration Procedure.

f. A written decision shall be issued within 15 calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held. If the University does not respond within the time limit, the procedures in C.4 will apply.

g. A grievance appealed by the Union to the next step in the Grievance Procedure upon expiration of the time limits within which the University was to conduct a meeting and/or provide an answer shall not be remanded to the parties for completion of the meeting/provision of answer process unless there is mutual agreement of the parties to so remand.

3. Step 3

a. All grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with the Director of Labor Relations in the Office of the President within 15 calendar days of the date the University's Step 2 written answer was issued. If the University has not issued its written decision to the Step 2 appeal by the deadline, the grievance shall be advanced to Step 3 if it is confirmed by CUE in writing by the deadline to appeal to Step 3. If CUE does not confirm the advance to the next step, the grievance shall be considered withdrawn and ineligible for further processing.

b. The Step 3 appeal shall identify all unresolved issues, alleged violations proposed remedies and shall be signed and dated by the grievant(s) or

their representative. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.

c. The Director of Labor Relations or designee shall issue the University's written answer to a Step 3 appeal within 30 calendar days of the receipt of the appeal. The answer will be issued to the grievant when selfrepresented, or to the employee's representative, and a copy shall be sent to the statewide CUE office.

G. UNION GRIEVANCES

CUE shall have the right to present grievances under this procedure on behalf of an individual employee, on behalf of a group of employees, or on behalf of itself. It shall be the Union's responsibility to inform an employee that it is bringing a grievance.

H. GROUP GRIEVANCE

A group grievance is defined as a grievance that covers more than one employee, and that involves like circumstances and facts. A group grievance must be so identified on the grievance form at Step 1.

If an employee wishes to withdraw from a group grievance represented by CUE, the employee shall notify CUE. CUE shall in turn notify the University in writing if the employee is to be withdrawn.

I. CONSOLIDATION OF GRIEVANCES

Grievances of two or more employees, as well as multiple grievances by or related to the same employee, or which relate to the same incident, issue, alleged violation, facts, or course of conduct, may be consolidated. Consolidation or severance of grievances shall occur by mutual, written agreement of the parties.

J. OFFERS OF SETTLEMENT

Settlement offers made during attempts at informal resolution or during the steps of the Grievance Procedure shall not be introduced as evidence in subsequent steps of the Procedure.

K. RETROACTIVITY

Settlement of grievances may or may not be retroactive as equities of a particular case may demand. In any case where it is determined that the settlement shall be applied retroactively, except for the correction of an error in implementation in payment of wages, or the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not in any case be made retroactive to a date earlier than 30 calendar days prior to the initiation of the written grievance in Step 1. For grievances involving the correction of an error in implementation in payment of wages, or the correction of mathematical calculation, recording or accounting errors relating to the payment of wages shall not be made retroactive to a date earlier than three years prior to the initiation of the written grievance in Step 1 of the Grievance Procedure.

L. EXCLUSIVE PROCEDURE

The Grievance Procedure set out in this Article shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the alleged violation of this Agreement. Unless otherwise indicated within this Agreement, any previous grievance procedure or other procedure in existence or adopted by the University shall not apply to employees covered by this Agreement for any purposes whatsoever.

M. RELEASE TIME AND PAY STATUS FOR GRIEVANTS, EMPLOYEE REPRESENTATIVES AND/OR WITNESSES

1. University-Convened Meetings

a. If the University convenes a meeting involving the parties to a grievance

for the purposes of resolving the grievance and/or completing the steps of the Grievance Procedure, the grievant(s), witness(es), if any, and CUEdesignated employee representative(s) eligible to attend such meeting pursuant to this Article and Article 1, – Access/Union Rights, § C. shall be in without-loss-of-straight-time-pay status during the meeting, provided:

1) Such meeting occurs during the regularly scheduled hours of work of the grievant(s), CUE-designated employee representative, and/or witness(es); and

2) Advance request is made and approval is received from the supervisor of the grievant(s), the witness(es), and/or the CUEdesignated employee representative. Approval to attend shall be made on an operational needs basis and shall not be unreasonably denied.

3) A grievant or the representative may request the availability of bargaining unit employee witnesses for University-convened grievance meetings. The availability of bargaining unit employee witnesses shall be determined by their immediate supervisor(s) on the basis of operational needs, and such requests shall not be denied unreasonably. Witnesses shall be in a without-loss-ofstraight-time-pay status only for time spent at the campus/hospital/laboratory meetings as a witness and reasonable travel time spent at the witness' respective campus/hospital/laboratory location. In instances where the witness' testimony is valuable and relevant to a grievant's case, paid release time for travel and testimony will not be unreasonably denied.

Grievants and CUE agree that every effort shall be made to provide witnesses that pertain solely to the subject matter and to avoid the presentation of repetitive witnesses and that the absence of any or all witnesses shall not require the meeting to be recessed or postponed.

b. The University is not responsible for any travel or lodging expenses or any other expenses incurred by the representative, grievant or union witnesses.

c. Paid release time for CUE designated employee representatives for purposes other than University convened meetings shall be provided in accordance with Article 1, – Access/Union Rights.

N. EXCLUSION OF FLOATER EMPLOYEES AND PROBATIONARY EMPLOYEES

The retention or release of floater employees and probationary employees (or temporary employees at LBNL) is at the sole discretion of the University, and shall not be subject to Article 7, – Grievance Procedure or Article 3, – Arbitration Procedure of this Agreement.

For Informational Purposes Only

When an action is taken by the University with respect to a floater employee which effectively terminates the floater employee during the term of his/her floater appointment and there are unique or unusual circumstances involved, the designated campus or Laboratory official, upon the specific request of the CUE president or designee will discuss the action taken. It is understood that such requests for discussion will occur on a very limited basis and will not be made with respect to actions including but not limited to those resulting from the expiration of appointment, programs or grant funds, or the decision not to continue, rehire or extend the employment of a floater employee. It is

further understood that the opportunity for such discussion in very limited circumstances does not in any way confer upon a floater employee any property or process right and does not in any way obligate or commit a designated campus/Laboratory official to any specific course of action or procedure.

O. OTHER REPRESENTATION

Grievants may choose a representative other than a CUE representative for purposes of grievance representation and adjustment. In the event the University is involved in the resolution of a grievance from a grievant or group of grievants who are self-represented or represented by someone other than a CUE representative:

1. The University shall provide CUE with a copy of the grievance and the proposed resolution, indicating the grievant or grievants have chosen a representative other than CUE.
2. CUE shall have 10 calendar days from the date the University provides the material referenced above in which to comment in writing on the proposed resolution.
3. The University shall not implement the proposed settlement or resolution of the grievance until timely receipt and review of CUE's written comments, if any.
4. The resolution of grievances presented by someone other than a CUE representative shall be consistent with the terms of this Agreement.

P. GRIEVANCE FILE

Records involving the processing of an employee's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the employee's personnel file. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement. The University will keep grievance files confidential to the extent required by applicable law and will not disseminate their contents unless solicited for a legitimate University business purpose or obligated to provide for a pertinent regulation or law.

ARTICLE 8
HEALTH AND SAFETY

A. GENERAL CONDITIONS

1. The University shall maintain a safe and healthful workplace by furnishing equipment and adopting methods and operations which are reasonably necessary to enable employees to carry out assigned duties in a safe and healthful manner. The University shall manage its operations in compliance with established campus/hospital/Laboratory health and safety policies and procedures.
2. Within the first fifteen business days of employment on a job, employees working with hazardous materials or in a hazardous environment, such as laboratories using hazardous chemicals, will receive information and training pertaining to the health and safety protocols in her/his department, an explanation of the health and safety protocols, rights and responsibilities of both the employer and the employee, instructions concerning known specific hazards of the employee's job, and the procedures available to employees to abate or report any unsafe or unhealthy working conditions. Where current employees are assigned duties which create hazardous conditions unique to the job assignment, as determined by a University health official responsible for such assessments, the University shall provide training and information to the employee prior to the employee assuming such duties.
3. In the event an employee believes s/he is performing a hazardous job with

insufficient training, the employee shall immediately inform the department Health and Safety Officer, if any. After consultation, if any, the employee may contact the Environmental Health and Safety Department. In such instances, a staff member from the EH&S department shall respond to the employee within 30 calendar days.
4. Specific and/or general campus/hospital/Laboratory health and safety concerns may be raised in the labor/management meetings defined in Article 12, - Labor-Management Meetings. When the union identifies Health & Safety as an agenda item, a Health & Safety professional will attend the Labor/Management meeting.
5. This Article does not cover mental, emotional or physical reactions to or perceptions of the work environment.

B. ASSIGNMENT

1. Abnormally hazardous or dangerous tasks shall be defined as those tasks having dangers or hazards which are objectively identifiable as constituting a clear and imminent life-threatening danger, and/or dangers or hazards substantially greater than the dangers or hazards inherent in the usual scope of a given job and for which the employee has not been trained and equipped.
2. An employee shall not be assigned to any abnormally dangerous or hazardous task.
3. In the event an employee regards an assigned task as abnormally hazardous or dangerous, s/he shall notify her/his immediate supervisor of her/his claim. The employee shall identify the components of the assignment that are objectively identifiable as abnormally hazardous or dangerous.
a. In attempting to resolve the employee's claim, the supervisor, at her/his sole discretion, may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and/or the availability of additional or alternate personnel.
b. If the supervisor does not make the assignment changes specified in Section B.3.a., above, s/he shall have the employee's claim assessed by a health and safety professional person responsible, in accordance with campus/hospital/Laboratory procedures, for the assessment of abnormally hazardous or dangerous conditions.
1) If, in the assessment of the University, the assignment is abnormally hazardous or dangerous, the supervisor shall follow campus/hospital/Laboratory procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the employee. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the employee may be required to perform the work.
2) If, in the assessment of the University, the assignment is not abnormally hazardous or dangerous, the supervisor may order the employee to perform the assignment or, at the supervisor's sole non-grievable discretion, assign the affected employee to other available work consistent with the work usually performed by the employee or may assign another qualified employee to perform the assignment.
4. If the employee refuses to perform tasks assigned in accordance with Section B.3.a. and b., above, s/he may be subject to discipline.
5. An employee who works more than 60% of his/her normal work schedule at a video display terminal shall normally be reassigned to other duties for a period of fifteen minutes during each four hours worked. It is understood that operational

requirements, work station coverage requirements, workloads, staffing levels, leave schedules, vacation schedules and/or the provision of services to patients, clients, public or University employees may require the uninterrupted presence of the employee (s). In such situations, reassigned time will not be granted.
6. Within the first 90 calendar days of employment on the job or workstation reassignment, the University shall provide an ergonomic review of an employee's workstation for those new or reassigned employees who work more than 60% of his/her normal work schedule at a video display terminal. Such review shall be performed in accordance with local policies and procedures. The department shall provide a copy of the review to the employee, upon request, and issue a response to the employee within 60 calendar days following the ergonomic review, advising the employee of the results of the review, and which actions, if any, or alternative measures the department will implement, including expected dates of completion. If the department requires additional time to review the workstation, it shall have sixty days to perform the review. It shall advise the employee of the expected date of the additional review results and the proposed date of the subsequent department response, including the proposed date of any proposed resolution action, if any. If any action by the University is grieved or arbitrated with respect to this section 6, the remedy shall be limited to the provision of the ergonomic review and the department's required response pursuant to this section.
7. A current employee can request and receive an ergonomic review according to local procedures and request and receive a copy of the written review, if any.
8. If any action by the University is grieved or arbitrated with respect to section 6, the remedy shall be limited to the provision of the ergonomic review, as provided in section 6 above for new or reassigned employees, provision of a copy of the review to the employee and the departments' required response.

C. INFORMATION AND TESTS

1. The University, upon contracting to purchase any chemical or substance containing hazardous material, will obtain the material safety data sheet (MSDS) from the vendor, unless the latest version of the MSDS is already on hand and available. These sheets relative to chemicals and substances used at the work area of an employee shall be made available to the employee or CUE on request. Such information shall be maintained in the workplace by the University.
2. When an MSDS provides that certain safety equipment (for example, but not limited, to rubber gloves, face masks, etc.) is required for safe handling of a hazardous substance, the required safety equipment shall be reasonably accessible to the employees who are required, as part of their job duties, to use that hazardous substance. The University shall make reasonable efforts to insure that employees who come in contact with hazardous substances (within then current definitions under applicable law) are provided with adequate information or training regarding the proper handling of said substances, to the extent appropriate and related to their jobs.
3. In compliance with State and Federal law, the University shall provide to affected employee(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such data shall be readily available and provided to the union or employee within a reasonable time following a request.
4. In the case of a suspected outbreak of a communicable disease and when the University requires testing for such communicable disease of patients and/or employees the University shall offer such tests for bargaining unit employees

within the appropriate affected work areas at no cost to the employees.
5. The University shall make reasonable attempts to notify affected employees of major remodeling, construction, or facilities maintenance. An employee may request to be assigned to an alternate work location or otherwise to be accommodated.

D. DISPUTES

1. Except as provided in section B.8. above, only disputes regarding the assignment of any abnormally hazardous or dangerous tasks are subject to Article 3, - Arbitration Procedure, of this Agreement.
2. If, as a result of a grievance or arbitration decision or as the result of an agreement between the University and CUE, it is determined that an abnormally hazardous and dangerous assignment was made, the University shall attempt to correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular efforts with either administrative or engineering controls. If, as a result of the filing of a grievance relative to the provision of information and training prior to the assumption of duties which include an imminent risk to life and health, the University and CUE agree as to the failure to provide such information and training, the University shall attempt to correct such situation by providing the appropriate information and training.

E. COMPLIANCE

The University and CUE agree that the University's compliance with this article and/or any arbitrator's award shall be contingent upon the availability of specifically budgeted and available funds. Nothing in this section shall relieve the University of its obligation to comply with the law, subject to section D. above.

ARTICLE 9
HOLIDAYS

A. UNIVERSITY HOLIDAYS

The University shall observe the following days as administrative holidays:
New Year's Day
Martin Luther King, Jr. Day
Third Monday in February (or announced equivalent)
Cesar Chavez Day, or as provided in Section D. for bargaining unit employees working in medical centers (At LBNL, subject to DOE approval)
Last Monday in May
Fourth of July
Labor Day
Veterans Day (At LBNL, subject to DOE approval)
Thanksgiving Day
Friday following Thanksgiving Day (or announced equivalent)
December 24 (or announced equivalent)
December 25
December 31 (or announced equivalent)
Unless an alternate day is designated by the University, when a holiday falls on Saturday, the preceding Friday is observed as the holiday, and when the holiday falls on Sunday the following Monday is observed as the holiday.

B. ELIGIBILITY

1. An employee is eligible for holiday pay if the employee is on pay status at least fifty percent (50%) of the hours in the month or quadri-weekly cycle, excluding holiday hours.
2. An employee on pay status on the employee's last scheduled work day before the holiday and first scheduled work day after the holiday shall be eligible to

receive holiday compensation as provided in Section C., below. No employee shall be eligible for compensation for any holiday which is immediately preceded by or followed by an unauthorized, unpaid absence or a disciplinary suspension.

3. New and rehired employees shall be eligible to receive pay or compensatory time off for holidays preceding their first day of work provided the holiday is the first working day(s) of the month or quadri-weekly cycle. A terminating employee shall be eligible to receive pay for holidays immediately following the employee's last day of work provided the holiday is the last working day(s) of the month or quadri-weekly cycle.

4. An eligible employee who is on approved leave without pay or temporary layoff for a period of not more than twenty (20) calendar days, including holidays, shall be eligible to receive pay for any holiday occurring during that period.

C. HOLIDAY TIME/PAY

1. Compensation For Holidays Not Worked

a. An eligible full time employee shall receive eight (8) hours of holiday pay, regardless of the number of hours in her/his shift, and regardless of whether or not it was worked, except as provided in Section B. 2., above.

b. An eligible part-time employee shall receive proportionate holiday pay, up to the maximum of eight (8) hours per holiday, as provided in Section B.2., above. Such holiday pay is calculated on the number of hours in pay status in the month or quadri-weekly cycle in which the holiday falls, excluding holiday hours.

2. Compensation For Holidays Worked

a. With the exception of the provisions in Section C.2.b., below, an employee required to work on a holiday listed above shall be paid at the employee's regular straight-time rate of pay for the hours actually worked.

In addition, an eligible employee shall receive either compensatory time off or holiday pay at the option of the University at the regular straight-time rate, including any shift differential.

b. An employee shall be paid at the rate of time and one-half times (1½ X) regular pay for hours actually worked on the Last Monday in May, the Fourth of July, Labor Day, December 25th, Thanksgiving Day and New Years Day, and no alternate dates may be designated by the University.

c. A full time employee may be required actually to work her/his normally scheduled number of work days, excluding the holiday(s), at the straight time rate during weeks in which a holiday(s) occurs. In the event an employee is required to work her/his scheduled number of days on four (4) or more such weeks in a calendar year, the holiday hours in the fourth (4th) holiday week and beyond shall be counted as hours worked. This provision does not apply to employees who are employed to cover only weekend or only holiday schedules.

D. CESAR CHAVEZ DAY FOR EMPLOYEES AT MEDICAL CENTER HOSPITALS

1. Each member of the unit who works at a medical center hospital or clinic who is not working on an academic calendar shall be entitled to one (1) personal holiday in recognition of Cesar Chavez under the following circumstances: Commencing in fiscal year 2005-06:

a. The employee is a member of the bargaining unit on March 1, and

b. The employee uses the (1) day between March 1 and February 28th of the following year.

2. In the event the employee does not use the personal holiday time prior to February 28th following the year in which it was accrued, the University shall have the discretion to compensate employees for the personal holiday time either by converting it to compensatory time and placing it into the employee's holiday compensatory time bank, or by pay.

3. The University shall grant employee requests to use the holiday time in accordance with hospital and clinic scheduling needs and such requests shall not be unreasonably denied.

E. RELIGIOUS OBSERVANCE

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

F. RESTRICTIONS

1. In the administration of the provisions of this Article there shall be no duplication, pyramiding, or compounding of any premium wage payments provided herein with any other wage payments provided in any other provision of the Agreement.

2. Holiday pay shall not count as time worked for the purpose of calculating overtime, except as provided in Section C.2.c., above.

G. MAJOR HOLIDAYS

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

H. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, and qualification in effect at PERB's certification of CUE, on November 21, 1997, relative to holiday pay for new, rehired, or terminating full-time employees shall remain in effect for employees at the Lawrence Berkeley National Laboratory and shall supersede the provisions of Section B.3., above where in conflict with the Agreement.

ARTICLE 10
HOURS OF WORK

A. STANDARD WORKWEEK

A workweek is a period of time consisting of seven (7) consecutive days. A standard workweek is from Monday morning (12:01 a.m.) to midnight the following Sunday.

Workweeks beginning and ending on a day other than the above may be established by the University.

B. WORK SCHEDULES

1. A work schedule is the normal hours of work for an employee within a workweek.
2. A standard full time work schedule shall be eight (8) hours per day, excluding meal periods, on five (5) consecutive days. An alternate (flexible) full time work schedule may consist of forty (40) hours in one workweek or eighty (80) hours within two consecutive workweeks.
3. Work schedules are established by the University. Employee work schedules will be made known to the employees in accordance with the provisions of Section C. of this Article.

C. SCHEDULE/SHIFT ASSIGNMENTS

1. Employees will be made aware of their work schedule/shift assignment in the following manner:
   a. The University will provide an employee with at least five (5) work days notice prior to changing her/his work schedule for a period of less than four (4) workweeks in duration, except for 24-hour operations.
   b. The University will provide an employee with at least twenty (20) work days notice prior to changing her/his work schedule/shift for a period of at least four (4) workweeks duration, except for 24-hour operations.
   c. Employees who do not have fixed work schedules and shift assignments will be made aware of their work schedule/shift assignment in advance.
   d. If the employee's supervisor fails to provide notice of a shift change pursuant to Section C.1.a. and b. of this Article on three (3) or more occasions, failure to provide such notice on the third or subsequent occasion shall be grievable and arbitrable.
2. An employee may file a written indication of preference for a particular shift (i.e., day, evening, night) with her/his immediate supervisor. When assigning work schedules and shifts to employees, the University will also consider the skills, knowledge, and abilities of the employees who normally perform the work involved prior to deciding upon the shift assignment. In the event two (2) department career employees with substantially equal qualifications have expressed a preference, the University may use departmental seniority to make the shift assignment.
3. The University may at its discretion grant employee requests for flexible working hours, or shift assignments. Such requests shall not be unreasonably denied. Allegations of unreasonable denial are grievable only through Step 2 of Article 7 - Grievance Procedure.

D. ALTERNATE WORK SCHEDULES

1. Employees may request alternate work schedules. The University will review the feasibility of implementing alternate work schedules in those work units for which the employee(s) indicate(s) there is an interest in such schedules. The University may at its discretion grant such requests. Such requests shall not be unreasonably denied. Allegations of unreasonable denial are grievable only through Step 2 of Article 7 - Grievance Procedure.
2. Where practicable, the parties will, at the local campus/hospital/laboratory labor-management meetings, identify problems and concerns related to existing alternate work schedules.

3. In the event the University decides to abolish, establish or change alternate work schedules in work areas, the University shall inform CUE at least thirty (30) calendar days prior to taking such action.
4. Nothing in this section shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

E. MEAL PERIODS

A meal period of at least one-half (½) hour is provided for any work period of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status. If the total work period of the shift is no more than six continuous hours, the meal period may be waived by an agreement between the employee and the supervisor. Whenever an employee is required to perform work or is not substantially relieved of work-related duties during a meal period, the meal period shall be considered time worked. The University may reschedule an employee's meal period during the work day when operational needs preclude relieving the employee of work related duties during the originally scheduled meal period, however, regularly scheduled meal periods shall normally be provided.

F. REST PERIODS

1. Two rest periods of fifteen (15) minutes shall normally be granted during an eight (8) or ten (10) hour shift. Three rest periods of fifteen (15) minutes shall normally be granted during a twelve (12) hour shift. A part time employee shall normally be granted one fifteen (15) minute rest period for each work period of three (3) continuous hours or more, not to exceed two (2) rest periods per day.
2. Operational requirements may restrict the granting of rest breaks.
3. Rest periods shall not be taken at the beginning or end of a work period or accumulated for use at a later time. The combining of rest periods with meal periods for some, any or all employees of a department/division shall be at the discretion of the University.

G. CHANGING AND CLEAN UP TIME

The University shall determine when clean-up time or uniform changing time is necessary for employees. When the University requires that the employee must change into or out of uniform, or must engage in special washing or cleaning procedures, the time spent in such activities shall be considered as time worked.

H. TRAVEL TIME

1. Travel time between home and the work place is not time worked.
2. Assigned travel during an employee's regular working hours on work days is time worked.
3. Assigned travel that keeps an employee away from home overnight and that occurs outside the employee's normal working hours is not considered as hours of work. However, assigned travel that does not keep an employee away from home overnight is considered as hours worked, as is travel that occurs during the hours an employee normally works when the travel occurs on the employee's days off.
4. The department head may designate other travel as time worked.

I. CALL-BACK

1. Call-back applies to an employee who is not in on-call status and is called back to the campus to work in her/his department after completing a shift and leaving the campus but before her/his next scheduled shift.

2. An employee called back to the work site may be assigned by the University to perform available work, and shall be paid for the time actually worked upon return to the campus/hospital/laboratory, or a minimum of four (4) hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

J. ON-CALL

The University retains the right to determine the need for, and the assignment of, on-call time. An employee is not considered to be in on-call status unless s/he has previously been scheduled by the University for the assignment. Employees in on-call status are required to inform the employer how they can be reached or to carry a pager in order to receive a call to work. An employee in on-call status is not eligible for minimum call-back payments. An employee in on-call status who is called to perform work or to return to the work site will be paid at her/his regular rate of pay for the time worked. Payment for on-call time paid at the on-call rate is included as part of compensation in calculating the regular rate when determining premium overtime pay.

1. Unrestricted on-call is time during which an employee is free to engage in activities for their own purposes but is required to be available for work or timely return to the work site when called to work. Time in unrestricted on-call status is not counted as hours worked or time on regular pay status when employees are not required to be at the work location or to actually perform work from a location other than the work location. Unrestricted on-call will be compensated at the on-call rate, as listed in Appendix A.
2. Restricted on-call is time during which the employee is required to restrict personal activities so that time cannot be effectively used for their own purposes. Restricted on-call will be considered hours worked and will be paid at the employee's normal pay rate (or overtime if appropriate).

K. OVERTIME

1. Definition

Overtime is time worked which exceeds the hours of a full-time employee's regular daily schedule on pay status or exceeds forty (40) hours on pay status in a workweek.

a. Pay status includes time worked and paid leave such as sick leave, vacation leave, holidays, military leave, compensatory time off and administrative leave with pay.
b. Overtime hours are compensated at one and one-half times (1½X) the straight-time rate only when an employee has actually worked in excess of forty (40) hours in the scheduled workweek.
c. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
d. Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to Article 14, - Leaves of Absence, except as provided in Article 9, - Holidays, Section C.2.

2. Assignment Of Overtime

a. The University shall decide when overtime is needed. Overtime must be approved in advance by the University. As soon as practicable after the need for overtime is determined, the University shall notify the employee that overtime must be worked. Employees are expected to

work overtime when such work is assigned. If brought to the attention of the supervisor, the supervisor shall consider individual circumstances when assigning overtime.

b. The University will assign overtime work by rotation based on departmental seniority of those employees on the same shift who normally perform the work involved. For purposes of this Article, rotation means that the last employee to work overtime will be the last considered for new overtime assignments. For the purposes of this Article, departmental seniority may be defined by each department at the campus/hospital/Laboratory. Such seniority is applied in the following manner:

1) When there are employees volunteering to work the overtime, assignment of that overtime shall be based on greatest seniority, provided the employee(s) have the required skills, knowledge and ability to do the job.

2) When no employee volunteers to work the overtime, assignment of that overtime shall be based on inverse order of seniority, provided the least senior employee has the skills, knowledge and ability necessary to perform the job.

c. The University shall assign overtime to employees irrespective of their place on the seniority or rotation list(s) when the necessary skills, knowledge or abilities are not possessed by the employee who would otherwise be assigned in accordance with the above provisions.

3. Compensation of Overtime

In accordance with the following paragraphs, overtime shall be compensated at the appropriate rate either by pay or compensatory time off, if the department offers compensatory time off.

a. Unless the employee and the University agree otherwise, overtime will be paid. An employee may, within 1 month of his/her hire date and thereafter during the month of June file a written indication of preference for either compensatory time off or pay with her/his immediate supervisor. If a department does not offer compensatory time off or if the employee does not elect compensatory time off, the overtime shall be paid. If no preference is indicated to the department in the annual June period for changes, the employee's previous election, if any, shall continue.

b. Compensatory time shall be paid or scheduled by the University in accordance with departmental needs. Accumulation of compensatory time is limited to a maximum of two-hundred forty (240) hours. An employee shall be paid for hours of overtime which exceed this limit. An employee may request to schedule the use of banked compensatory time. An employee's request for the scheduling of banked compensatory time shall be granted subject to the needs of the University and shall not be unreasonably denied.

c. Overtime shall be reported and paid on the basis of the nearest quarter (¼) hour.

1. Designated hospital-based eight (8) hour employees who are assigned to a fourteen (14) consecutive day work period,

a. Shall be compensated at one and one-half times (1½X) the regular-straight time rate for hours worked which

exceed eight (8) hours of actual work in any work day within the fourteen (14) day work period, and

b. Shall receive the time and one-half (1½X) overtime rate after eighty (80) hours of actual work in the fourteen (14) day period. Any payment at the time and one-half (1½X) rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half (1½X) compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

L. CONSECUTIVE DAYS OF WORK

1. Employees will be paid one and one-half times (1½X) their straight-time rate in the following circumstances, until a day off is granted:
   a. When employees regularly scheduled to work eight (8) hours per day work more than six (6) continuous full shifts for more than six (6) consecutive days; and
   b. When employees regularly scheduled to work ten (10) hours per day work more than five (5) continuous full shifts for more than five (5) consecutive days; and
   c. When employees regularly scheduled to work twelve (12) hours per day work more than four (4) continuous full shifts for more than four (4) consecutive days.
2. The consecutive days of work provisions may be waived by the employee, either at her/his request or as the result of a scheduling change requested by the employee that results in such consecutive days of work.

M. GENERAL PROVISIONS

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
2. This Article shall not be construed as a guarantee of or limitation on the number of hours per work day or workweek.

N. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications, calculations, covered hours and rates in effect at PERB's certification of CUE, on November 21, 1997, shall remain in effect for employees at the Lawrence Berkeley National Laboratory and shall supersede the provisions of this Article where in conflict with the Agreement.

ARTICLE 11
INDEMNIFICATION

Pursuant to and as regulated by the terms, limitations and qualifications of California Government Code §995 et seq., the University of California shall provide the defense and indemnification for University employees within the unit covered by this Agreement who are sued on account of acts or omissions arising from the course and scope of their employment with the University. The provisions of and applications of the Indemnification provision are not subject to Article 7 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.

ARTICLE 12
LABOR-MANAGEMENT MEETINGS

A. LOCAL LABOR-MANAGEMENT MEETINGS

The University and CUE agree to meet, following CUE's written request, up to four (4) times per year unless the parties mutually agree otherwise. Each party shall designate a chair, who shall have responsibility to make arrangements for scheduling the labor-management meeting and for drawing up the agenda. Non-employee CUE representative(s) may attend the meetings.

1. Up to two (2) bargaining unit employees shall be released in a without-loss-of-straight-time pay status to attend each scheduled meeting, provided CUE has given the University at least seven (7) calendar days' notice of her/his selection. The parties may agree to allow additional unit employees to attend the meetings and may, by mutual agreement, agree to place those attendees in a without-loss-of-straight-time status while in attendance at the meeting(s).
2. Items to be included and discussed at the meetings are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting. Items not so submitted need not be responded to at the meeting. Appropriate agenda items for such meetings include:
    a. Administration of the Agreement;
    b. Dissemination of general information of interest to the parties;
    c. Health and safety matters regarding bargaining unit employees;
    d. General nondiscrimination-related issues, not pertaining to the facts of an individual employee's complaint(s);
    e. Information regarding personnel transactions and vacancies;
    f. Giving representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit;
    g. Subcontracting issues; and
    h. Additional items mutually agreed to by the parties for placement on the agenda.

B. UNIVERSITY-WIDE LABOR-MANAGEMENT MEETINGS

1. The University (Office of the President Office of Employee & Labor Relations) and CUE agree to meet, following CUE's written request, once per year to discuss items such as the administration of this Agreement. Additionally, the University and CUE agree to meet once per year, following CUE's written

request, to discuss the fringe benefit plans, coverages, benefit schedules, carriers, providers, premium rates, eligibility criteria and the amounts, if any, of University and/or employee contributions. The agenda of the meeting(s) shall be determined by mutual agreement of the parties at least seven (7) calendar days prior to the scheduled meeting date.
2. CUE may request release time for up to a total of ten (10) bargaining unit employees (but no more than one from each campus/Laboratory). Such representatives will be released from work in a without-loss-of-straight-time status to attend the scheduled meeting(s), provided CUE has given the University at least seven (7) calendar days notice of her/his selection. The parties may mutually agree to allow additional unit employees to attend the meetings and may, by mutual agreement, agree

to place those attendees in a without-loss-of-straight-time status while in attendance at the meeting(s).

C. RELEASE TIME

1. Release time provided shall be in accordance with the provisions of Section A.1., Section B.2., and Section C.2., of this Article.

2. Without-loss-of-pay-status release time will be provided for the duration of the meeting, and for reasonable travel time to and from the meeting. Up to a total of eight (8) hours in one day release time may be provided for attendance at a university-wide labor/management meeting. Any travel and subsistence incurred by the employee(s) attending the meeting(s) shall be the responsibility of the employee or CUE.

ARTICLE 13
LAYOFF AND REDUCTION IN TIME

A. DETERMINATION

The University shall determine when temporary or indefinite layoffs or reductions in time are necessary. This determination is non-grievable and non-arbitrable.

B. DEFINITIONS

1. A layoff is an involuntary separation from employment or an involuntary transfer to a limited appointment of a career employee. For the purposes of this Article, layoff shall include involuntary reductions in regularly scheduled hours of work. Layoffs may be temporary or indefinite.

2. A temporary layoff is a layoff in which the University specifies a date for return to work of not more than four months.

3. An indefinite layoff is a layoff for which no date for return to work is specified, or no date of restoration to the former appointment rate is specified.

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

C. SELECTION FOR LAYOFF

1. If, in the judgment of the University, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce, staffing levels will be reduced in accordance with this Article. The selection of classes for layoff shall be at the determination of the University.

2. With regard to indefinite layoff only, the order of indefinite layoff of employees in the same class within a layoff unit shall be in inverse order of seniority except that:

a. The University may retain, at its discretion, employees irrespective of seniority who possess special knowledge or abilities which are not possessed by other employees in the same class, which cannot be learned in less than 6 months, and which are necessary to perform the ongoing functions of the department/division.

b. Regardless of seniority, the department may elect to invite all clerical unit employees in the same class within a layoff unit to

volunteer for layoff. In that case, the union shall be notified of the invitation at the same time the invitation is transmitted to

employees. The union shall also be informed of the identities of volunteers before the layoff occurs.

c. Upon notification to the more senior employee of reassignment to the least senior employee's position (or equivalent) he/she will be provided a copy of the job description, if the employee's duties will change. The employee may request to be laid off out of inverse seniority order. The University shall not solicit volunteers to be laid off out of seniority order. If the University proposes to grant the request, it shall provide notice to CUE. The University will not approve waivers of seniority rights without CUE's agreement. CUE and the University must agree to the waiver no later than fifteen (15) calendar days after the notice to CUE. Upon agreement the University shall provide forty-five (45) calendar days notice to the employee, if feasible. In no case will the employee receive less than forty-five (45) calendar days' notice, or pay in lieu of notice.

3. The department head shall select employees for layoff, but shall minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited appointment and casual/restricted positions within the department.

D. NOTICE

1. When the University selects particular members of the unit for layoff, it shall give individual notice to each employee of the effective date of the layoff and whether the layoff is temporary or indefinite. A copy of the notice provided to the employee shall be sent to CUE by facsimile or U.S. mail on the same or next business day. CUE will be responsible for providing the University with the fax numbers/addresses that apply to each campus/Laboratory/medical center. Except in cases of emergencies (including, but not limited to natural disasters and acts of war), advance notice of a layoff will be provided as follows:

a. For temporary layoff expected to last 120 calendar days or less, the University shall give 15 calendar days notice of the expected beginning and ending dates of the layoff.

b. For indefinite layoff, the University shall give 60 calendar days notice, if feasible. The University may pay up to 45 days of the 60 day notice period in lieu of notice. In no event shall an employee receive less than 45 days notice of indefinite layoff. For conversion from temporary layoff to indefinite layoff, the University shall give 30 calendar days' notice.

c. In the event of an anticipated indefinite layoff of five or more full-time equivalent (FTE) employees on the same effective date in the same layoff unit, the University will give 45 calendar days notice to CUE. When such notice is provided regarding the layoff of five or more FTE, the campus/hospital/Laboratory will, upon receipt of a timely written request from CUE, meet with CUE to discuss the

layoff. During the meeting the parties may discuss alternatives to layoff.

2. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give CUE advance notice of at least 30 days and upon request shall meet and discuss such proposed changes. Changes to a layoff unit shall not occur more frequently than each 120-calendar days.

E. PREFERENTIAL REHIRE

1. A non-probationary career employee who is indefinitely laid off shall have preferential rehire status for an active vacant career position. An active career position is a position which the University, in its sole discretion, determines to fill. First consideration for preferential rehire shall be given to employees who are on layoff status (not currently employed by the University) and who were laid off from the same department where the vacant position exists. In order to be placed in such a position, the employee must, as determined at the sole, non-grievable discretion of the University, be fully qualified to perform the duties of the position. Such employees are rehired provided:

   a. The active, vacant career position is in the same bargaining unit and at the same campus/hospital/Laboratory as the position from which the employee was laid off; and

   b. The active, vacant career position is in a class with the same or lower salary range maximum as the class from which the employee was laid off; and

   c. The active, vacant career position is at the same or lesser percentage of time as the position from which the employee was laid off.

2. Employees who are eligible for preferential rehire status with less than five years of seniority at the time the layoff occurs shall retain preferential rehire status eligibility for one year. Employees who are eligible for preferential rehire status with five years, but less than 10 years seniority at the time the layoff occurs shall retain preferential rehire status eligibility for two years. Employees who are eligible for preferential rehire status with 10 years or more seniority shall retain preferential rehire status eligibility for three years.

3. An employee may exercise his or her rights to preferential rehire immediately after the employee receives written notification of layoff and meets with the campus representative designated in the layoff notice. An employee who exercises preferential rehire rights and is not selected for the position will, upon request, be informed in writing of the reasons for the non-selection.

4. Employees preferentially rehired from layoff status who fail to perform satisfactorily may, at any time during the six months following such return, be returned to layoff status with restoration of full preferential rehire status. In addition, an employee, at his or her option, may request to be returned to layoff status within 60 calendar days of rehire. The time on job status will not be counted as part of preferential rehire eligibility time.

5. Preferential Rehire Termination

The preferential consideration described above shall terminate at the end of the period of eligibility described in §E.2. above, or if an employee:

a. Refuses an offer to return, at the same or greater percentage of time, to that department/division and class from which laid off; or

b. Accepts any career position; or

c. Refuses two offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff; or

d. Fails to respond to a written notice of a career employment opportunity within 15 calendar days. The 15-calendar day response period shall begin immediately upon personal notice of the career employment opportunity or 10 calendar days from the date written notice is postmarked.

6. If an employee voluntarily reduces his or her time for a reason listed in §C.1. above, within one year prior to a layoff, the employee is entitled to recall/rehire rights at a percentage of time equal to that from which the employee voluntarily reduced his or her time. The request for the voluntary reduction must be submitted by the employee in writing and approved by the supervisor and must state the effective date and the percentage of the reduction in time.

F. RECALL

1. A non-probationary career employee who is indefinitely laid off shall be recalled in order of seniority to an active, vacant career position, provided:

a. The active, vacant career position is in the same class and department at the same or lesser percentage of time as the position from which the employee was laid off.

b. The employee is qualified to perform the duties of the active, vacant career position.

2. Employees who are eligible for recall shall retain recall eligibility for three years from the date of layoff. An employee who accepts a limited appointment or a position in a lower class or at a lesser percentage of time shall remain eligible for recall rights during the period of recall.

3. Employees recalled from layoff status to a new position who fail to perform satisfactorily may, at any time during the six months following such return, be returned to layoff status with restoration of full recall rights. The time on job status will not be counted as part of recall eligibility time.

4. Recall Termination

The right to recall terminates at the end of the period of eligibility or if an employee:

a. Refuses a recall to work; or

b. Refuses two offers of reemployment in career positions at the same or greater percentage of time and at the same or higher salary level; or

c. Accepts a career position at the same or higher salary level within the University.

G. SEVERANCE

1. A career employee who has received a notice of indefinite layoff may elect in writing, severance pay in lieu of preferential rehire and recall rights within fourteen (14) calendar days of receipt of the notice of layoff. Election is irrevocable. Each campus department shall, in each instance of layoff, including reduction in time, offer severance in lieu of preferential rehire and recall rights to all employees in the department affected by the layoff. Severance pay shall be in accordance with the following:

a. An employee who elects severance pay in lieu of preference for reemployment and the right to recall shall be paid a lump sum amount of one week (5 workdays) of salary for each full year of service from the most recent break in service, up to a maximum of 16 weeks of base pay.

b. An employee whose time has been reduced indefinitely and who elects severance pay in lieu of preference for reemployment and the right to recall shall receive severance pay for the percent of time reduced in accordance with the payment schedule above.

c. Employees who are laid off following a reduction in time that occurred within 60 calendar days of the layoff notice shall be eligible for severance on the basis of their percentage of appointment just prior to their reduction in time.

d. This section shall not apply to temporary layoff or reduction in time except as provided in section G.1.c. above.

2. Should an employee be returned to work as a result of a grievance, arbitration, or settlement agreement related to the layoff, any severance pay received will be deducted from the back pay award. An employee cannot be returned to work without first repaying the severance or signing a severance repayment agreement.

H. CONTINUITY OF SERVICE UPON REEMPLOYMENT

1. A temporary layoff does not create a break in service. Reemployment in a career position within the period of right to recall provides continuity of service and continuation of previously accrued seniority and, therefore, no break in service. However, seniority and benefits accrue only when an employee is on pay status.

2. An employee who has been laid off and is rehired at another University location within the employee's period of recall will be eligible for the following as a result of no break in service:

a. Reinstatement of all sick leave accumulated from prior service,

b. Reinstatement of vacation accrual rate,

c. Calculation of University service based on full-time equivalent months (or hours) of University service, and

d. Buy-back of UCRP service credit according to the University Benefit Regulations.

I. EFFECT ON BENEFIT COVERAGE

See Article 42, – University Benefits, §C.1.

J. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications and calculations in effect at PERB's certification of CUE on November 21, 1997, relative to severance pay

that are in conflict with the Agreement shall remain in effect for employees at the Lawrence Berkeley National Laboratory.

ARTICLE 14
LEAVES OF ABSENCE

A. GENERAL PROVISIONS

Subject to the provisions of this Article, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the University. Nothing shall preclude the University, on a campus-by-campus basis, from establishing, implementing, or continuing a Catastrophic Illness or Injury Leave policy covering Clerical and Allied Services unit employees.

1. Definitions

   a. Non-medical leaves of absence, with or without pay, include: Family Care Leave, leave for jury duty, voting, blood donations, administrative or legal proceedings, emergencies, and University functions.

   b. Medical Leaves with or without pay, include: Pregnancy Disability Leave, Family Care/Medical Leave, and Disability Leave.

   c. FMLA is the federal Family and Medical Leave Act of 1993.

   d. CFRA is the California Family Rights Act of 1995.

2. Use Of Family Care And Medical Leave Entitlement

   a. If an employee eligible for a Family Care/Medical Leave takes a leave for her/his own serious health condition, (as defined in §B.1.e. below), the absence from work shall be deducted from the employee's Family Care/Medical Leave entitlement.

   b. If an employee is ineligible for Family Care/Medical Leave or if the employee has exhausted her/his leave year entitlement, an approved disability leave of absence may be provided for the period(s) an eligible employee is absent from work for verifiable medical reasons as provided in §C. and §D. of this Article.

3. Benefit Eligibility While On Leave Without Pay

   a. Special Benefit Eligibility For Family Care/Medical Leaves - An eligible employee shall have University-provided health benefits continued for the period of the Family Care/Medical Leave in accordance with §B.9. of this Article.

   b. An approved leave without pay shall not be considered a break in service.

   c. The provisions of Article 36, Sick Leave, Article 44, - Vacation, and Article 42, - University Benefits, shall apply when employees are on an approved leave without pay.

   d. An eligible employee on approved leave without pay may elect to continue University-sponsored insurance coverages (as determined by plan documents or regulations) for the period of the leave by remitting the entire premium amount due for the period of the approved leave, in accordance with the provisions of the applicable plan(s). Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

4. Requests For Leave

Except as provided under §B.3., Family Care/Medical Leave Notification, requests for leaves of absence and extensions, with or without pay, shall be

submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning and end date of the leave, and any additional information as required.

5. Duration

a. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under §B.3.b., Family Care/Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate.

b. Except as provided for under Pregnancy Disability, §C.1.b.2., the aggregate maximum of leaves taken in any combination shall not exceed six (6) months in any one (1) year period.

c. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation.

6. Return To Work

a. Except as provided in §B, Family Care/Medical Leave, §C, Pregnancy Disability Leave, and Article 17, - Military Leave, an employee who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position in the same department upon expiration of the leave, in accordance with the Provisions of this Article. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff.

b. Failure to provide a medical release to return to work, as required in §B.5 and §D.4., may result in the delay of reinstatement until the employee submits the required medical release certification.

c. An employee who has exhausted her/his original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted. The employee shall be advised in writing, at the time the additional leave is granted.

d. An employee who fails to return to work from a leave of absence on the approved anticipated date of return shall be considered to have abandoned her/his job, in accordance with Article 32, - Resignation/Job Abandonment.

B. FAMILY CARE AND MEDICAL LEAVE

Family Care Leave includes Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition.

1. Definitions

a. PARENTAL LEAVE is leave to care for the employee's newborn or a child who has been placed with the employee for adoption or foster care.

b. FAMILY ILLNESS LEAVE is leave to care for the employee's child, parent, spouse, or same- or opposite-sex domestic partner with a serious health condition.

c. A FAMILY MEMBER for the purposes of family care leave is the employee's biological, adopted, or foster child, stepchild or legal ward who is under eighteen (18) years, a child for whom the employee stands in loco parentis, or an adult dependent child; a biological, foster, or adoptive parent, stepparent or legal guardian, an individual who stood in loco parentis while the employee was a child; spouse, or same- or opposite-sex domestic partner.

d. A SERIOUS HEALTH CONDITON FOR THE PURPOSES OF FAMILY ILLNESS LEAVE is an illness, injury, impairment, or physical or mental condition which warrants the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort.

e. MEDICAL LEAVE is leave granted for the employee's own serious health condition which makes the employee unable to perform any one or all of the essential assigned functions of the employee's position. An employee disabled because of pregnancy-related conditions is covered under §C. - Pregnancy Disability, below.

f. AN EMPLOYEE'S OWN SERIOUS HEALTH CONDITION is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves the following:

1) Inpatient care in a hospital, hospice, or residential medical care facility, or

2) Continuing treatment by a health care provider for:

(a) A period of incapacity of more than three (3) consecutive calendar days, or

(b) Any period of incapacity or treatment due to a chronic serious health condition, or

(c) Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

g. A HEALTH CARE PROVIDER is an individual who is licensed in California or is duly licensed in another State or jurisdiction, to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, or who is duly licensed as a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), nurse practitioner or nurse mid-wife performing within the scope of her/his duties, or Christian Science practitioner or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

h. "1,250 HOURS OF ACTUAL SERVICE" means time actually spent at work and does not include any paid time off including but not limited to an employee's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status.

2. Eligibility Criteria And Duration

a. Employees who have at least twelve (12) cumulative months of University service, and have at least 1,250 hours of actual service during the twelve (12) month period immediately preceding the commencement

of the leave, are eligible for and shall be granted up to a total of twelve (12) workweeks of Family Care/Medical Leave in a calendar year.

For the purposes of this Article and section, only, all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement.

b. Family Care/Medical Leave is unpaid leave, except as otherwise provided in this Article.

1) An employee's use of her/his accrued Compensatory Time Off cannot be deducted from the twelve (12) workweek Family Care/Medical Leave maximum, and shall not be granted. All other time off used for family care and/or medical leave purposes, including Work Incurred Injury and Illness leave, shall be deducted

from the twelve (12) workweek Family Care/Medical Leave maximum.

2) Family Care/Medical Leave shall not exceed twelve (12) workweeks in a calendar year,. In the event University policy and /or State or Federal law result in a different date of commencement for this twelve-month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees.

c. If the employee has exhausted her/his entitlement to Family Care/Medical Leave, s/he may apply for additional leave pursuant to this Article.

3. Notification

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

1) If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations.

2) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with as much notice as practicable and, at a minimum, within five (5) calendar days after learning of the need for leave.

b. The University shall determine whether the employee meets the eligibility requirements and therefore qualifies for a Family Care/Medical Leave and shall, as soon as practicable, notify the employee whether the leave is designated or provisionally designated as Family Care/Medical Leave. The start date of the leave, the terms of the

leave and the date of return from the leave are determined when the leave is granted.

c. Extensions to the Family Care/Medical Leave, up to the aggregate maximum of twelve (12) weeks in a calendar year, may be granted in accordance with §B.4.e. of this Article.

4. Certification

a. FOR THE EMPLOYEE'S OWN SERIOUS HEALTH CONDITION. When a leave of absence is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's

request for leave be supported by written certification issued by the employee's health care provider. When the University requires certification, the University shall inform the employee of its requirement in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

1) Certification that the employee has a serious health condition as defined in §B.1.f., above, and,

2) A statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform, and,

3) The date on which the employee's serious health condition began, if known, the probable duration of the condition and the employee's probable date of return, and,

4) Whether it will be necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of such schedule, and,

5) If the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.

b. FOR THE EMPLOYEE'S FAMILY MEMBER. When a leave of absence is requested for the serious health condition of the employee's family member, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When the University requires certification, the University shall inform the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

1) Certification that the employee's family member has a serious health condition as defined in §B.1.d., above, and

2) A statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care during a period of the treatment or incapacity or psychological comfort, and

3) Whether the employee's family member will need care intermittently or on a reduced work schedule and the probable duration that the employee is needed to provide care.

4) In addition, the employee will be required to certify either on the form or separately the care s/he will provide the family member and the estimated duration of the period of care.

c. CONFIRMATION OF FAMILY RELATIONSHIP. The University may, at its sole non-grievable discretion, require an employee requesting leave to care for a family member with a serious health condition or requesting Parental leave, to provide documentation of the familial relationship or proof of birth, placement for adoption or in foster care. The employee's failure to provide documentation within fifteen (15) calendar days of the University's request may, at the sole non-grievable discretion of the University, result in either:

1) A delay of the leave until the required documentation is provided or

2) If the leave has not begun, it will be denied. If the leave has begun, the leave will not be designated as Family and Medical Care Leave and may be discontinued by the University.

d. QUESTIONED MEDICAL OPINIONS. Should the University question the validity of the employee's certification for her/his own serious health condition the University may, at its sole non-grievable discretion, require the employee to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the employee's own health care provider, the University may, at its sole non-grievable discretion, require a third medical opinion from a third health care provider, jointly agreed to by the employee and the University. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.

e. ADDITIONAL CERTIFICATION AND/OR RECERTIFICATIAON. If additional leave is requested or should the circumstances of the leave change, the University may, at its sole non-grievable discretion, require the employee to obtain recertification. Such requests for subsequent certification and/or recertification may be either verbal or in writing.

1) If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable.

2) Failure to provide certification and/or recertification for a foreseeable leave within the requested time may result in delay of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the employee fails to provide certification, the leave is not Family Care/Medical Leave and will be denied as family care leave, in accordance with the provisions of §B.4.c.2.

f. FAILURE TO PROVIDE COMPLETE CERTIFICATION AND/OR RECERTIFICATION. If the employee fails to provide a completed certification and/or recertification, the employee shall be given at least fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete certification and/or recertification within the requested time period may result in delay of the

leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete certification and/or recertification, the leave is not Family Care/Medical Leave and will be denied in accordance with the provisions of §B.4.c.2.).

5. Return From Family Care/Medical Leave For Own Health Condition

a. The employee shall provide her/his employing department at least ten (10) days notice of her/his anticipated return to work.

b. An employee who has been granted a Family Care/Medical Leave for her/his own serious health condition, must provide a written medical release to return to work prior to returning to work.

c. The employee who has been medically released to perform the essential assigned functions of her/his job, shall be returned in accordance with the provisions of §B.10.

d. Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release certification.

6. Use Of Accrued Paid Leave

a. Family Care/Medical Leave is unpaid, except for the use of sick leave and/or the use of accrued vacation, as provided in this Article:

b. An employee on leave for her/his own serious health condition:

1) Shall use accrued sick leave in accordance with the University's disability plan requirements; or

2) If not eligible for University disability benefits and not on leave as a result of a work-incurred injury or illness, shall use all accrued sick leave prior to taking leave without pay; or

3) If on leave due to a work-incurred injury or illness, may use accrued sick leave as provided in Article 47, - Work Incurred Injury or Illness.

c. An employee on leave for her/his own serious health condition shall use accrued vacation time prior to taking leave without pay, if all accrued sick leave has been exhausted.

d. An employee on Family Care Leave for Family Illness may use sick leave in accordance with Article 36, - Sick Leave, §B.3., and shall use accrued vacation time prior to taking leave without pay.

7. Duration

a. For the purposes of Family Care/Medical Leave, only, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time career and floater employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of Family Care/Medical Leave need not be consecutive, in no event shall an employee's aggregate use of Family Care/Medical Leave exceed a total of twelve (12) workweeks within a calendar year.

b. HOURLY CONVERSION FOR PART-TIME OR ALTERNATIVELY SCHEDULED EMPLOYEES. For employees who work part-time or a schedule other than an 8/40, the number of Family Care/Medical Leave hours to which the employee is eligible shall be adjusted in accordance with her/his normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-

rated amount of Family Care/Medical Leave based on her/his hours worked over the previous twelve (12) weeks preceding the leave.

c. EMPLOYEE REQUESTS FOR REDUCED WORK SCHEDULES. When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for a reduced work schedule or intermittent leave including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule towards the employee's entitlement of four-hundred eighty (480) hours in a calendar year.

d. ALTERNATE ASSIGNMENTS TO ACCOMMODATE INTERMITTENT LEAVE OR REDUCED WORK SCHEDULE. When the employee requests an intermittent leave or a reduced work schedule, the University may, at its sole, non-grievable discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

8. Parental Leave

a. Parental Leave is a form of Family Care/Medical Leave to care for the employee's newborn or a child placed with the employee for adoption or foster care. Such leave must be initiated and concluded within one (1) year of the birth or placement of the child. The University shall grant a Parental Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for FMLA/CFRA at the beginning of her Pregnancy Disability leave shall be granted the unused portion of CFRA/FMLA leave

for Parental Leave purposes, up to a maximum of twelve (12) workweeks. The amount available for use is determined by the amount which the employee has previously used under CFRA/FMLA in the calendar year.

b. REQUESTS FOR PARENTAL LEAVE. The employee shall request Parental Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the employee. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with a Family Care/Medical Leave on account of the pregnancy/childbearing disability, shall be set at the time such Family Care/Medical Leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of placement.

c. DURATION. Parental Leave, alone, shall not exceed twelve (12) workweeks within a calendar year as defined in §B.2.b.2). and B.7., above. However, when Parental Leave is combined with a leave for pregnancy-related and/or childbearing disability only, the total Family Care/Parental Leave shall not exceed seven (7) months in a calendar year.

1) An employee on Parental Leave shall use accrued vacation time prior to taking leave without pay.

2) The University shall grant a Parental Leave of at least two (2) weeks duration on any two (2) occasions during a calendar year.

3) The University, at its sole non-grievable discretion, may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

9. Continuation Of Health Benefits

An eligible employee who is on an approved Family Care and/or Medical Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if s/he were on pay status for a period of up to twelve (12) workweeks in the calendar year. However, an employee on an approved Pregnancy Disability Leave who is dually eligible for leave under the federal Family and Medical Leave Act and the California Family Rights Act, shall be entitled for up to twelve (12) workweeks of health plan coverage for the combined Pregnancy Disability Leave/Parental Leave which runs concurrently with FMLA and/or CFRA. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

10. Return To Work

When an employee has been granted an approved Family Care/Medical Leave of Absence and returns within twelve (12) workweeks of the initiation of the

leave, s/he shall be reinstated to the same or an equivalent position upon expiration of the leave. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations that would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation. An employee who has been granted a Family Care/Medical Leave for her/his own health condition, may be required by the University to provide a written medical release to return to work prior to her/his return to work.

C. PREGNANCY DISABILITY LEAVE

1. Duration

a. During the period of verified pregnancy-related and/or childbearing disability, an employee is entitled to and the University shall grant up to four (4) months of Pregnancy Disability Leave for pregnancy/childbearing disability purposes.

b. DURATION. If the employee is eligible for Family Care/Medical Leave, pursuant to §B, above, such leave shall be deducted from an employee's federal Family and Medical Leave entitlement.

1) If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a medical disability leave of absence may be granted in accordance with §D., below, for a total medical absence not to exceed six (6) months.

2) Additionally, the employee may be eligible for Parental Leave, pursuant to §B.8., above, to care for her newborn child. The total Family Care Leave, when combined with a Pregnancy Disability Leave, shall not exceed seven (7) months in the calendar year.

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

d. ADDITIONAL FAMILY CARE LEAVE IN THE CALENDAR YEAR. Upon termination of the Pregnancy Disability Leave, which runs concurrently with federal Family Care/Medical Leave, an eligible employee shall also be entitled to the unused portion of CFRA/FMLA leave up to a maximum of twelve (12) workweeks for any covered reason except leave for a pregnancy-related medical condition. The amount available for use is determined by the amount that the employee has previously used under FMLA/CFRA in the calendaryear.

2. AS AN ALTERNATIVE TO OR IN ADDITION TO PREGNANCY DISABILITY LEAVE, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee and with the advice of the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of pregnancy disability leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.

3. REDUCED WORK SCHEDULE - When medically necessary, and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one (1) day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of four (4) months in any twelve (12) month period.

4. RETURN TO WORK - An employee who has been granted a temporary transfer and/or Pregnancy Disability Leave shall be reinstated to the same position, provided that the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the same job has been abolished or affected by layoff, the employee shall be reinstated to a similar job. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

5. Continuation Of Benefits

An employee on Pregnancy Disability Leave who is also eligible for leave under the federal Family and Medical Leave Act and the State of California Family Rights Act, shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for up to twelve (12)

workweeks in a calendar year. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

D. DISABILITY LEAVES OTHER THAN FMLA/CFRA/PREGNANCY DISABILITY ENTITLEMENT

1. A disability leave of absence is the period(s) an eligible career employee is granted leave from work for medical reasons in accordance with §D.2., below. This leave includes the combined use of accrued sick leave and the disability leave of absence without pay in accordance with the provisions of this Article and Article 36 - Sick Leave. Disability leaves of absence with or without pay are provided for leaves due to non-work related illnesses or injuries.
2. Eligibility

    a. An employee may be eligible for a disability leave of absence with or without pay when s/he has exhausted her/his twelve (12) workweek Family Care/Medical Leave entitlement in the calendar year, or s/he is not otherwise eligible for Family Care/Medical Leave, or the employee has exhausted her four (4) month entitlement under Pregnancy Disability Leave, and s/he:

    b. Is medically incapable of performing the essential assigned functions of her/his job due to a non-work related illness or injury; and

    c. Has furnished evidence of disability satisfactory to the University.

3. Duration

    a. When the use of accrued sick leave and a disability leave of absence without pay are combined, the University may grant a disability leave for a total period of verified disability not to exceed six (6) months.

    b. An employee granted a disability leave who is also applying for University disability for non-work related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking leave without pay.

    c. In the event that the employee's accrued sick leave is greater than six (6) months, a disability leave of absence without pay in addition to the use of all accrued sick leave, shall not be granted.

    d. If an extension to a disability leave of absence within the total six (6) month period is not granted, an employee will be medically separated in accordance with Article 16, - Medical Separation of this Agreement.

    e. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated on the basis of medical condition in accordance with Article 16 - Medical Separation of this Agreement.

4. Return To Work

a. The employee shall not be reinstated from a medically-related leave of absence until a medical release certification is provided to the University within the time limits specified by the department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position.

E. PERSONAL LEAVE OF ABSENCE WITHOUT PAY

1. A non-probationary career employee may be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the University. Such

leave shall not exceed six (6) calendar months. Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for

benefits except that the regulations of the retirement systems must be specifically checked to determine the effects of such leave without pay on retirement benefits.

2. The University, at its sole non-grievable discretion, may approve extension of a personal leave of absence without pay. Total leave time is normally not more than twelve (12) months.

F. LEAVES OF ABSENCE WITH PAY

1. Jury Duty

A full-time employee in a career 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 work day and the employee's normal workweek. A part-time employee in a career 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. Voting

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

3. Blood Donations

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

4. Administrative Or Legal Proceedings

a. When an employee is attending administrative or legal proceedings as directed by the University or is subpoenaed by the University to appear as a witness in an administrative or legal proceeding, leave without loss of straight time pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and workweek.

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

c. The granting of leave without loss of straight time pay status for other employment-related situations where an employee has been subpoenaed

shall be at the sole non-grievable, non-arbitrable discretion of the University.

4. Emergencies

In the event of natural or man-made emergencies, an employee may be granted leave with straight time pay during regularly scheduled hours of work for the period of time authorized by the University. The granting of such leave and the period of time shall be at the sole, non-grievable discretion of the University.

5. University Functions

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

ARTICLE 15
MANAGEMENT RIGHTS

A. Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, CUE agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. Although the University may upon request consult with CUE concerning the following areas, the University is not obligated to bargain with CUE as to such areas during the term of this Agreement.

B. Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:

1. To establish the University's missions, programs, objectives, activities, and priorities;
2. To plan, supervise, direct and control the use of resources to achieve the University's missions, programs, objectives, activities, and priorities;
3. To develop, implement and administer affirmative action programs;
4. To establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
5. To introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
6. To determine the location or relocation, reorganization, or discontinuance of operations; to determine where employees shall work; or subcontract all or any portion of any operation;
7. To assign, reassign and schedule work; to determine the need for overtime;
8. To establish the size, composition, and qualifications of the work force;
9. To recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff casual, career or probationary employees;
10. To determine the basis for, and to determine the amount granted for merit increases;
11. To establish, modify, and enforce standards of performance, conduct, and safety for employees; and to determine the process by which employee performance is evaluated;
12. To reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily;
13. To maintain safety standards and programs;
14. To determine and modify job classifications and job descriptions.

C. The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.

D. No action taken by the University with respect to a management right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 16
MEDICAL SEPARATION

A. GENERAL CONDITIONS

1. When the University determines that a non-probationary career employee is unable to satisfactorily perform the essential assigned functions of her/his position due to any disability or other medical condition, that employee may be medically separated. Prior to medical separation, the University will determine what accommodation, if any, may be reasonably provided. Such accommodation, if any, shall be provided in accordance with the provisions of Article 31, - Rehabilitation/Reasonable Accommodation. An employee who is medically separated is eligible for special reemployment procedures as set forth in Section E., below.
2. Except as provided in Section A.3., below, a medical separation shall be based on:
    a. University statement describing the essential functions the employee is not able to perform satisfactorily; and
    b. Any pertinent information, including medical information provided by the employee's licensed health practitioner and/or the University's physician, and/or work-related information provided by appropriate University officials.
3. A medical separation may also be based on the employee's receipt of long term disability payments from a retirement system to which the University contributes, such as UCRS or PERS.
4. An employee who is on an approved leave of absence of 180 days or less shall not be medically separated provided:
    a. The leave is related to a medical condition, and
    b. The employee's medical health practitioner (who is licensed by the state in which she/he practices) has established a specific return to work date within one-hundred eighty (180) days of the beginning of the leave of absence.

B. PROOF OF DISABILITY OR OTHER MEDICAL CONDITION

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

C. NOTICE OF INTENT TO MEDICALLY SEPARATE

The University shall give the employee a written notice of intent to medically separate. Such notice shall be provided either by delivery of the notice to the employee in person,

or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. Proof of service shall accompany the notice of intent. The notice shall:

1. Inform the employee of the action intended, the reason for the action and the effective date of the action;

2. Inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent, in accordance with the instructions given by the University in the written notice provided to the employee.

A copy of the notice of intent shall be provided to CUE.

D. EMPLOYEE NOTICE

After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. An effective date of separation shall follow the employee's timely response or, if no response is provided, shall be at least ten (10) calendar days from the date of issuance of the notice of intention to separate, pursuant to Section C., above.

E. RE-EMPLOYMENT

1. For a period of one (1) year following the date of a medical separation, a medically separated former non-probationary career employee may be selected for a position without the requirement that the position be publicized.

2. 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 a medical certification from a University-approved medical physician describing in detail the medically separated employee's ability to return to work.

3. If a non-probationary career employee separated under this Article is re-employed within one-hundred eighty (180) calendar days, a break in service does not occur. If a non-probationary career employee is receiving disability payments from a retirement system to which the University contributes and is re-employed within three (3) years, a break in service does not occur.

ARTICLE 17
MILITARY LEAVE

A. TEMPORARY MILITARY LEAVE FOR ACTIVE-DUTY TRAINING

1. Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty for training for a period not to exceed 180 calendar days, including time spent traveling to and from such duty. Such leave is not granted for inactive duty such as regular weekly or monthly meetings or drills required to maintain reserve status. However, unpaid leave may be granted for such meetings and drills or the employee may elect to use vacation leave.

2. Eligibility For Pay

An employee granted leave for military reserve training is entitled to receive regular University pay for up to 30 calendar days, but not to exceed the actual period of active duty for training, provided:

a. The employee has at least 12 months of continuous University service immediately prior to granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and

b. Such payment, in addition to University payment for extended military leave and for military leave for physical examinations, does not exceed 30 calendar days' pay in any one fiscal year.

3. The University may require verification of an employee's military orders.

4. Part-Time Employee

An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.

5. Ineligible Employee

An employee not eligible for military leave pay may have such absence charged to accrued vacation, accrued compensatory time off, or the military leave may be without pay.

6. Benefits

a. An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.

b. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits.

B. EXTENDED MILITARY LEAVE

1. Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of 180 days.

2. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five years. In addition to the initial period of the leave and any extensions thereof in accordance with Section B, leave shall be granted for a period up to six months from the date of release from duty.

3. Eligibility for Pay

An employee granted extended military leave is entitled to receive regular University pay for the first 30 calendar days of leave provided:

a. The employee has at least 12 months of continuous University service immediately prior to the leave (any prior full-time military service shall be included in calculating this University service requirement);

b. Such payment, in addition to University payment for military reserve training leave and for military leave for physical examinations, does not exceed 30 calendar days' pay in any one fiscal year.

4. The University may require verification of an employee's military orders.

5. Benefits

An employee granted extended military leave shall at the time the leave commences receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time. Upon written request, an employee

may elect to retain accrued vacation on the records for a period not to exceed 180 days. At the end of the 180-day period, vacation credits retained on the records shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred during the 180 day period.

6. Sick leave credit shall be retained on the records.

7. Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.

8. An employee may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations.

9. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit toward completion of a probationary period (see section B.10). Vacation and sick leave accruals and holiday pay shall be granted only in accordance with those articles of this Agreement.

10. Probationary Employee

An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.

a. If the probationary employee served in active military service for a period of thirty (30) days or less, he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.

b. If the probationary employee served in active military service for a period in excess of one hundred eighty (180) days, he/she shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

11. Reinstatement

a. Following release from active duty, an employee granted extended military leave shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.

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

C. EMERGENCY NATIONAL GUARD LEAVE

1. Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in section B.

2. Eligibility for Pay

An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed 30 calendar days in any one fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for military reserve training leave, extended military leave, and military leave for physical examinations.

3. Benefits

An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency is over. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.

4. Reinstatement

a. Following release from active duty, an employee granted leave for emergency National Guard duty shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.

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

D. PHYSICAL EXAMINATION

1. Military leave with pay shall be granted to an employee in accordance with A.2.b. and B.3.b., regardless of length of service, when the employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency. The University may require verification of an employee's military orders to report for a physical examination.

2. The University may grant leave without pay for further physical examinations required for military service or the employee may charge such time off to accrued sick leave, accrued vacation or accrued compensatory time off.

E. DEFENSE WORK

Military leave without pay may be granted to an employee who is called or volunteers to serve in scientific research and development under the auspices of the federal government during a war or comparable period of national

emergency. An employee granted such leave shall be eligible for the benefits set forth in sections B.5.-10 of this Article and shall have the right to return to University service within six (6) months following termination of such defense work or the cessation of the war or period of national emergency, whichever occurs first. However, such an employee shall not be eligible for 30 calendar days' pay for military leave.

ARTICLE 18
MOVING EXPENSES

A. LIMITATIONS

Payment for moving expenses may be granted by the University when an employee moves from one University work location to another University work location at the University's request. No expenses shall be paid to an employee if the University determines that the new work location is within reasonable commuting distance of the previous location.

B. EXPENSES TO BE PAID

Expenses approved in advance by the University and supported by invoices and receipts may be paid for costs incurred for packing, insurance, transportation, storage in transit (not to exceed thirty (30) calendar days), unpacking, and installation of the employee's household effects at a new location. Actual travel expenses for the employee and the employee's immediate family may be paid by the University, not to exceed air coach transportation cost and/or the University allowance for individuals for the cost of meals en route for the employee and the employee's immediate family.

C. Policies, procedures, definitions, qualifications, calculations and rates relative to moving expenses at the Lawrence Berkeley National Laboratory shall be in accordance with Laboratory policy for other staff employees at the Laboratory.

D. The terms of this Article are not subject to grievance and arbitration provisions of this Agreement.

ARTICLE 19
MULTIPLE APPOINTMENTS

A. GENERAL PROVISIONS

Employees with multiple appointments will be covered by the provisions of this Agreement only for the time in which the employees are working in any appointment(s) which would place him or her in the unit.

B. BENEFITS

In the event an individual has multiple appointments, the employee shall be eligible to participate in the benefits provided in Article 42, – University Benefits, according to the UCRS Regulations. The total of appointment time shall not include calculations which have any component of per diem appointment time.

ARTICLE 20
NO STRIKES

A. During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. CUE, on behalf of its officers and agents agrees that there shall be no strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. CUE, on behalf of its officers and agents, agrees that it shall not in any way authorize, assist, sanction, condone or, participate in any activities, including sympathy strikes, in violation of this Article.

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

C. CUE shall immediately take whatever appropriate action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such appropriate action shall include but not be limited to sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and that the activity is prohibited. The prohibitions set forth in this article regarding participation in concerted activities do not apply to employees with respect to the use of their personal non-work time.

D. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 21
NONDISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulations, the University shall not discriminate against or harass any clerical employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, HIV status, status as a covered veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, age, citizenship, or political affiliation and union activity. For the purposes of this Article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, or health impairments related to genetic characteristics.

2. Neither the University nor CUE shall discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation.

3. If the Union appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the Union's notice must include an Acknowledgement and Waiver Form signed by the affected clerical employee. The Acknowledgement and Waiver Form will reflect that the clerical employee has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the clerical employee understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 3, - Arbitration Procedure, will be extended by 30 days for said grievances in order for the employee to make an informed choice.

B. SEXUAL HARASSMENT

1. See Section F.1.e in Article 7, - Grievance Procedure.

ARTICLE 22
OUT-OF-CLASSIFICATION ASSIGNMENT

A. An employee who is temporarily assigned with the approval of University management to perform the duties, on a full-time basis for a period of 20 consecutive working days or more, of a position in a higher classification and the employee performs substantially all of those duties of the higher classification

shall be paid at the rate of the next step of his or her range or at the minimum rate of the higher classification, whichever is greater, for all such hours worked. Such temporary assignment shall not result in the reclassification of the employee and shall terminate no later than the return to work/replacement of the incumbent of the higher position.

B. An employee who is temporarily assigned to perform the duties of a position in a lower classification shall continue to receive the employee's regular rate of pay.

ARTICLE 23
PARKING

A. GENERAL PROVISIONS

1. The University shall provide to Clerical unit employees parking and parking-related services at each campus or the Laboratory to the same extent and under the same conditions as normally provided for other University staff employees at the employee's location.
2. It is understood and agreed that parking spaces designated for employees may from time to time be eliminated or reassigned due to construction, special events, and/or operational needs of the University.

B. PARKING AND TRANSPORTATION RATES

1. For Fiscal Year 2005-06, the University, upon ratification by both parties, will implement parking and transportation rates at each location as set forth in the amounts and dates identified in Appendix__. Increases for parking and transportation rates will be effective the first of the month following ratification of the Agreement.

C. MEET AND DISCUSS PARKING AND TRANSPORTATION RATE CHANGES

1. At least forty-five (45) calendar days prior to a campus' or Laboratory's implementation of new or changed parking or transportation fees to be charged to employees of this unit, the University shall inform CUE of its intent to establish or change parking charges.
2. The University and CUE agree to meet on a systemwide basis in April 2006 to discuss alternatives to the current parking rates structure and other parking related issues.

ARTICLE 24
PAST PRACTICE NOT COVERED BY AGREEMENT

Systemwide or campus-wide practices and policies relating to wages, hours, and terms and conditions of employment now existing, not raised in the bargaining process and not in conflict with this Agreement may remain in effect.

The University shall provide CUE with at least 45 calendar days notice of any proposed change and meet and discuss, upon request, with CUE regarding the elimination or modification of these practices and policies. Nothwithstanding the foregoing, CUE shall have the right to meet and confer over any proposed changes that would have a disproportionate effect upon employees in the bargaining unit. Application, elimination, or modification of these practices and policies is not grievable.

ARTICLE 25
PAYROLL DEDUCTIONS

A. GENERAL CONDITIONS

Upon receipt of a written individual authorization form from CUE or an employee covered by this Agreement (see Appendix E), the University will deduct from the pay due such employee the monthly amount certified by the Union to be the dues required for the employee's membership in the Union. Such individual authorization shall be effective only as to dues becoming due after the dates of delivery of the authorization form and accomplishing of the appropriate programming/payroll information on the employee requesting deduction, however the time for appropriate programming shall in no case exceed 45 calendar days from the date of delivery of the authorization form. The amount deducted for payment of such dues shall be 0.5% of an individual employee's base salary up to maximums as established by CUE. Any change in the percent or maximum amount of dues shall be in accordance with B. below. Such deduction, unless there are insufficient net earnings to cover said deduction, shall be made monthly or, where applicable, more frequently than monthly in accordance with University payroll procedures in existence at the time and location the deduction is made. The amount of the deduction shall be certified to the University in writing, by CUE.

B. DUES AMOUNT CHANGE

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

C. NEW DEDUCTIONS

New individual authorizations for a CUE payroll dues deduction must be presented to the designated office at the employee's campus/hospital/Laboratory location and the appropriate deduction will commence as soon thereafter as the authorization for such deduction is entered into the location's payroll system, in no case later than 45 calendar days.

D. CANCELLATION OF DEDUCTIONS

Any employee may at any time cancel or terminate his/her authorization for CUE payroll deduction payment of member dues by presenting his or her written request for such termination and cancellation to CUE. Following CUE notification to the University of such cancellation such an employee's payroll deduction shall automatically revert from dues to fair share service fees (also called "agency fees"), without loss of any time, unless conscientious objector status has been previously authorized by CUE.

E. ORGANIZATIONAL SECURITY FEE, EFFECTIVE JUNE 1, 2000

1. ORGANIZATIONAL SECURITY – Upon written notification to the University of the amount of the fair share service fees by the President of CUE, University employees in the bargaining unit who are not members of CUE and not paying dues through payroll deduction, as a continued condition of employment, shall be required to pay a fair share service fee. The amount of the fair share service fee shall not exceed the monthly dues that are payable by members of CUE. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to CUE.

2. ORGANIZATIONAL SECURITY FEE CHANGE – CUE may change the certified fair share service fee amount once during the calendar year, or as may be required by law, and all costs associated with accomplishing such changes in fair

share service fee amounts (machine, programming, etc.) shall be paid by CUE. Any changes in the amount to be deducted for the fair share service fee shall be certified to the University, in writing by the President of CUE at least 45 calendar days prior to the proposed effective date of the fee change. Estimated costs and time of completion shall be provided to CUE within 30 days of CUE's written request. Following agreement on the cost and time, CUE shall pay the cost and the University shall complete the changes.

3. FEES FOR PROVIDING PAYROLL DEDUCTIONS – Each campus, hospital, or Laboratory for each check remitted to CUE shall charge CUE and deduct from the fair share service fee total being remitted $.07 per employee for whom fee deductions are being made and $10.00 for each check remitted. These costs shall continue to be charged to CUE for check remittance unless the parties agree otherwise. If electronic transfer is accomplished and no check is provided, the cost to initiate the process and cost per transfer shall be paid by CUE according to the University Accounting Manual with respect to employee organizations.

4. EXEMPTION FROM ORGANIZATIONAL SECURITY FEE - Any employee in this unit who objects as a matter of conscience to joining or financially supporting any public employee organization, and who does not wish to pay the organizational security fee, must apply for conscientious objector status with CUE pursuant to the union's fair share appeals process. CUE shall be responsible for determining whether the employee is entitled under applicable law, to conscientious objector status. An employee deemed by CUE to be entitled to conscientious objector status, shall be required to pay sums equal to the amount of the fair share service fee to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Service Code, chosen by the employee from a list of at least three of these funds designated by the University and CUE (hereafter "Charitable Organization"). If CUE determines that an employee is entitled to conscientious objector status, it shall provide on a monthly basis to the University, as a condition of continued exemption from the requirement of financial support of CUE, proof of payments made to Charitable Organization(s) in accordance with local procedures.

F. INFORMATION TO ACCOMPANY REMITTANCE

Each campus/hospital/Laboratory shall remit at least monthly to CUE in the form of a check to an address designated by CUE an amount representing the authorized dues deductions, fair share service fees and other designated deductions. Accompanying the check shall be a standard deduction report which shall contain by campus/hospital/Laboratory, an alphabetical listing of the CUE members and fee payers for whom payroll deductions were made. The report shall include the employee identification number, employee name, amount withheld and, by January, 2001, the retirement gross basis for the deduction. The report shall be provided electronically or on paper if not available electronically. Any costs associated with CUE requested changes in the deduction report referenced above shall be fully paid by CUE.

G. CORRECTION OF ERRORS

If the University fails to make authorized deductions of union dues, fair share service fees or other authorized deductions or any part thereof, or fails to remit to CUE such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. The University shall refund to CUE any deductions it has erroneously failed to remit. From the time CUE notifies the University in writing of any such errors, the University shall have 45 days to make the corrections. If after 45 days the University does not make the agreed-upon corrections

and CUE incurs direct costs, the University will reimburse CUE for reasonable, documented costs incurred to make corrections for only University errors. If there is not agreement on the correction or the costs, CUE may grieve the matter only as a union grievance.

It is expressly understood and agreed that CUE shall refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to CUE.

H. OTHER DESIGNATED FUNDS

Payroll deduction shall be made for CUE-sponsored insurance programs pursuant to the provisions of the University's Accounting Manual requirements as set forth in "Special regulations for Non-University Insured Benefit Program."

I. INDEMNIFICATION

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

ARTICLE 26
PERFORMANCE EVALUATION

A. EVALUATION

1. Performance Evaluation is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of her/his duties. Performance standards are guidelines for performing the duties of a specific job. Performance standards and guidelines for performing the duties of a specific job shall be reasonable. The evaluation of each employee shall be based on the individual employee's performance.

2. Except in the case of minor and non-substantive changes, the University will, 60 calendar days prior to implementing a new performance evaluation form or written performance standard, provide a copy of the proposed form or written standard to CUE. If CUE provides a written request to meet and discuss within 30 days of the notice date, the University shall meet and discuss with CUE regarding the change. In addition, if CUE requests in writing to meet about any alleged significant change in performance standards or performance evaluation form, the University shall meet and discuss within 30 days of CUE's request regarding the change, if any.

3. Performance evaluation is not in and of itself a disciplinary procedure.

4. Clerical Unit employees who receive an overall "needs improvement" rating shall have been informed of any deficiencies, including information about how to correct such deficiencies prior to receiving such an overall evaluation.

5. The performance of each non-probationary career employee shall be evaluated at least annually, in accordance with a process established by the University. The University will inform each new, non-probationary, career employee or each employee transferred or rehired to a different department, when they should expect a performance evaluation. In the event a non-probationary career employee does not receive the written evaluation, the employee may take the following action:

   a. Within 15 calendar days of the date the written evaluation was due but not received, the employee shall make a written request for the evaluation to the employee's immediate supervisor. When

an employee makes such a request, an evaluation shall be completed within 15 calendar days of the request, unless the parties mutually agree otherwise.

b. In the event a non-probationary career employee does not receive a written evaluation and fails to request that an evaluation be completed within the required period of time, the employee's overall evaluation shall be "meets expectations."

B. EMPLOYEE RESPONSE TO AN EVALUATION

After receiving a University performance evaluation, an employee may write comments pertaining to her/his evaluation or add relevant materials, which may supplement or enhance the evaluation. When the University receives such written comments or materials from the employee, they shall be attached to the performance evaluation and placed in the employee's personnel file in which performance evaluations are maintained.

C. GRIEVABILITY

1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to the provisions of Article 6, - Grievance Procedure of this Agreement. Such grievance concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through Steps 1 and 2 of the Grievance Procedure, but shall not be eligible for review at Step 3 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and revision of the rating(s) in question.

2. Disputes arising regarding the performance evaluation of employees, including but not limited to the form, timing, procedure, impact and effects, shall not be subject to Article 6,- Grievance Procedure or Article 3, - Arbitration Procedure of this Agreement, with the exception of Section C.1, above.

ARTICLE 27
PERSONNEL FILES

A. GENERAL PROVISIONS

1. Location Of Personnel Files

Personnel files may be located in an employee's employing department and/or the campus/medical center/laboratory Human Resources Department.

2. Access to Personnel Files

Access to personnel files shall be limited to those who need to access information in the personnel file in the performance of their University duties or as provided by law or University policy. Nothing in this paragraph A.2. is intended to limit or to augment CUE's rights to information under HEERA.

3. Information In The Files

a. An employee's personnel file(s) contain information pertaining, but not limited, to: employment, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; education, honors and awards; duties and job classification; performance; discipline, release, and dismissal actions; attendance; and other relevant or necessary information specified by the University.

b. Copies of letters of disciplinary action, along with copies of proofs of service that accompany the letters, upon being provided to an employee, shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such letters shall be placed in her/his personnel file(s). Such comments shall not require the University to change or alter the letters or the actions indicated by the letters.

c. With the exception of performance evaluations, documents such as letters of disciplinary action or other documents concerning conduct or work performance, counseling memoranda and/or written records of discussions shall, upon the written request of the employee, be removed from the employee's personnel file(s) if there have been no other disciplinary actions of the same or a similar kind or if there have been no other letters or memoranda relating to the same or similar issues for a period of two (2) years. Materials which would be removed upon an employee's request which are more than two (2) years old will not be used or relied upon to take or support disciplinary action. The employee shall receive the written request and the documents back. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable/arbitrable.

B. EMPLOYEE AND/OR REPRESENTATIVE REVIEW OF PERSONNEL FILE(S)

An employee shall upon advanced notice have the opportunity to review her/his personnel file(s), as described in Section A., above, within a reasonable time in the presence of a representative of the University.

1. An individual of the employee's choice may accompany the employee when the employee is reviewing her/his personnel file(s).

2. Alternatively, an individual employee may authorize a designated representative to review the employee's personnel file(s) on the employee's behalf. Such written authorization shall be valid for a period of thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the employee.

3. When the employee has chosen a member of the CX bargaining unit to assist in the review of the file(s), that person's release time shall be in accordance with the provisions of this Agreement.

4. An employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review his/her personnel file(s) within the operational needs of the department.

C. PROTECTED INFORMATION

Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the employee and/or the employee's representative.

D. GRIEVANCE-RELATED FILES

Records involving the processing of an employee's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the employees' personnel file. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement.

E. DUPLICATION COSTS

Employees shall receive, without cost, a first copy of documents, or extracts thereof, that are located in her/his personnel file. However, employees in the CX bargaining unit may be charged the same fees as are customarily charged other staff employees for additional copies of documents in the employee's personnel file.

ARTICLE 28
POSITIONS/APPOINTMENTS

A. CAREER APPOINTMENTS

1. Career appointments are established for a fixed or variable percentage of time at 50% or more of full-time and are expected to continue for one year or longer.

2. Beginning on January 1, 2001, a career appointment may also be established by conversion from a limited appointment pursuant to Section B.2. of this Article.

B. LIMITED APPOINTMENTS

Effective January 1, 2001:

1. A limited appointment is established at any percentage of time, fixed or variable, during which the appointee is expected to be on pay status for less than one thousand (1000) hours in a rolling 12-month period.

2. In the event that a limited appointment employee attains 1,000 hours of qualifying service within a rolling 12-month period, without a break in service of at least 120 consecutive calendar days, the incumbent's appointment shall convert to career.

a. Qualifying service includes all time on pay status in one or more limited appointments at the campus/laboratory/hospital. Pay status shall not include on-call or overtime hours.

b. Such career conversion shall be effective on the first day of the month following attainment of 1000 hours of qualifying service.

c. Any break in service of 120 consecutive calendar days or longer shall result in a new 12-month period for purposes of calculating the 1000-hour requirement.

3. Employees in limited appointments may be released or have their time reduced at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement. An employee in a limited appointment will be automatically released as of the last day of the appointment unless there is an earlier separation or formal extension of the appointment.

4. Employees in limited appointments are at will, except that the University will not terminate limited appointment employees for the sole purpose of denying them career status, except that an allegation that a limited appointment employee

is terminated for the sole purpose of denying career status is grievable and arbitrable. CUE shall have the burden of proof when raising any allegation that a limited employee's termination is for the sole purpose of avoiding career status.

5. The automatic conversion to career status, as provided in §B.2. above will not occur when one or more of the following occur:

a. A limited appointee is hired to replace an employee on leave that exceeds 1000 hours. If the employee on leave does not return from leave, the limited appointee shall be converted to career retroactive to the first of the month following attainment of 1000 hours; except that nothing in this subparagraph precludes the University from releasing the limited appointee prior to the anticipated return date of the employee on leave.

b. The position into which the employee is hired is not an "ongoing" position, in that the position is established and funded for 18 months or less at any percent of time. In the event the position is funded beyond 18 months, the limited appointee shall be converted to career retroactive to the first of the month following attainment of 1000 hours; except that nothing in this subparagraph precludes the University from releasing the limited appointee prior to the effective date of the funding extension.

C. PARTIAL-YEAR APPOINTMENTS

Partial-year career appointments are established with regularly scheduled periods during which the incumbents remain employees but are not at work. These scheduled periods during which employees are not at work are designated as furloughs and are without pay. Such scheduled periods need not be consecutive in time. Furloughs are not to exceed a total of three months in each calendar year.

D. PER DIEM APPOINTMENTS

1. Per diem appointments are established at any percentage of time regardless of the duration of the appointment. These appointments are established to complement career and limited appointments when necessary to maintain appropriate staffing of the University teaching hospitals and other healthcare facilities.

2. Employees who are appointed to per diem titles are covered by per diem salary rates, the overtime provisions and the Work Rules Article of this Agreement.

3. Employees in per diem appointments may be disciplined, terminated, released or have their time reduced at the sole discretion of the University and without recourse to Article 7, - Grievance Procedure of this Agreement, except as provided in §D.5. of this Article.

4. Use of Article 7, - Grievance Procedure of this Agreement by employees in the per diem appointments is limited to alleged violations of the Wages, Overtime and Work Rules provisions of this Agreement, except as set forth in §D.5. of this Article.

5. Special Per Diem Rights

Effective January 1, 2001, Per Diem employees who work 1,000 hours exclusive of overtime and on-call hours, within the following 12-month period, and who provide the University with a commitment to work in the future at least fifty percent (50%) time, will be eligible for coverage Article 5, - Corrective Action, Discipline, and Dismissal, and the related portions of Article 3, - Arbitration Procedure, and Article 7, - Grievance Procedure.

a. Failure to comply with minimum scheduling requirements may result in release from employment at any time at the sole discretion of the University and without access to Article 7, - Grievance Procedure, and Article 3, - Arbitration Procedure.

b. In the event a per diem employee rescinds her/his fifty percent (50%) work commitment or fails to work fifty percent (50%) time or one thousand (1,000) hours as scheduled within a 12-month period, s/he waives her/his right to Articles 5, - Corrective Action, Discipline, and Dismissal; 7, - Grievance Procedure, and 3, - Arbitration Procedure.

E. TEMPORARY EMPLOYMENT POOLS & FLOATER APPOINTMENTS

1. Definition

Temporary employment pools or programs (TEP) are operated by Human Resource Departments to serve campus/hospital/laboratory staffing needs.

a. The primary goal of the Temporary Employment Program (TEP) is to provide immediate administrative and technical support services to the University departments. Departments utilize TEP employees to complete special projects, to respond to workload fluctuations that are unusual or episodic in nature, to fill in for employees who are on leave, or to fill in during a recruitment period.

b. A second goal is to provide the campus/laboratory/hospital with a viable source of candidates for its career and limited appointments.

2. Individuals employed in temporary employment pools shall be appointed to a floater appointment.

a. A "Floater Appointment" is an appointment reserved for use in temporary employment pools, established at any percent of full time up to thirty-six (36) months in duration.

b. A Floater Appointee is not a Career, Casual-Restricted, Academic, Limited Appointment, or Per Diem employee.

c. A Floater Appointee is "at will" and may be released from a Temporary Employment Pool for any reason and without just cause. Receiving a Floater Appointment is not a guarantee of work. Floater Appointees may be scheduled or not scheduled, or released from any assignment at the University's non-grievable discretion.

d. Upon the commencement of a Floater Appointment, the Floater Appointee will receive a letter advising him/her that, although a Floater Appointment may be terminated at any time, floater appointments may not be extended beyond thirty-six (36) months. The letter will further inform the Floater Appointee that if he/she chooses not to be available for work for a period of 120 days or more, he/she can notify the University in advance, ending his/her appointment and taking a break in service. The letter also will inform the Floater Appointee that he/she must reapply in order to be readmitted to the TEP.

e. The parties agree that the utilization of Floater Appointees in accordance with paragraph 1.a above is a permissible use of TEP employees. The parties further agree that it is a misuse of the TEP program to utilize a Floater Appointee in the same assignment in the same department doing the same work for more than 1,500 hours in twenty-four months. Further, the use of successive floaters in the same assignment in the same department doing the same work shall create an inference that the University's use of floaters is not consistent with paragraph E.1.a. The following exclusions apply:

1) Exclusion One: Floater Appointees may serve for more than 1,500 hours in one floater assignment if the Floater Appointee is assigned to replace an employee on leave that exceeds 1,500 hours. If the employee on leave does not return from leave, the Floater Appointee shall be converted to career retroactive to the first of the month following attainment of 1,500 hours, except that nothing in this subparagraph precludes the University from releasing the Floater Appointee from the assignment prior to the anticipated return date of the employee on leave.
2) Exclusion Two: Floater Appointees may serve for more than 1,500 hours in one floater assignment if the position into which the Floater Appointee is assigned is not an "ongoing" position, in that the position is established and funded for eighteen months or less at any percent of time.

   In the event the position is funded beyond eighteen months, the Floater Appointee shall be converted to career retroactive to the first of the month following attainment of 1,500 hours; except that nothing in this subparagraph precludes the University from releasing the Floater Appointee from the assignment prior to the effective date of the funding extension.
3) A Floater Appointee does not work 1,500 hours or more in any one assignment within the meaning of this Article (even if the Floater Appointee accrues a total of 1,500 or more

hours during his/her Floater Appointment), if the 1,500 hours is accrued as a result of working in several short-term assignments.

3. Conversion to Career

a. If a Floater Appointee is allowed to serve in his/her Floater Appointment for a period of more than thirty-six (36) months without a break in University service of one hundred twenty (120) consecutive calendar days, the Floater Appointee shall be converted to a career appointment on the first day of the month following completion of the 36-month Floater Appointment.

b. If a Floater Appointee has a break in University service for a period of 120 consecutive calendar days, that individual may be re-hired into a new Floater Appointment.

c. If during his/her 36-month Floater Appointment, a Floater Appointee serves in one floater assignment in the same department doing the same work for more than 1,500 hours, s/he shall be converted to a career appointment on the first day of the month following completion of 1,500 hours in one assignment, unless one or both of the exclusions enumerated in paragraphs E.2.e.1 or E.2.e.2 of this Article are applicable.

d. Nothing in this Article shall otherwise prevent a Floater Appointee from attaining a career, limited appointment or other position through the recruitment process or other processes.

4. Benefits

Employees in floater appointments will receive Health and Welfare benefits in accordance with University Benefit Eligibility rules. DCP contributions shall be required.

5. Contract Coverage

When Floater Appointees are assigned to title codes covered by this contract, they are covered by the following Articles of this Agreement: Access, Agreement, Duration of Agreement, Health and Safety, Holidays, Hours of Work, Management Rights, Military Leave, Nondiscrimination in Employment, No Strikes, Parking, Payroll Deduction, Personnel Files, Positions, Rehabilitation, Severability, Shift Differential, Sick Leave, Uniforms, Vacation, appropriate sections of Wages, Waiver, Work-Incurred Injury or Illness, and Work Rules. With regard to the above-referenced Articles (with the exception of the Positions Article), Floater Appointees may use the grievance and arbitration procedures of this Agreement only to the extent provided in the applicable portions of the Articles identified in this Section. An allegation that a Floater Appointee has been utilized in a manner inconsistent with paragraph E.1.a, paragraph E.2.e and/or paragraph 3 of this Positions Article shall be grievable and arbitrable. CUE shall have the burden of proof to show

floater use that is inconsistent with paragraph E.1.a., paragraph E.2.e, and/or paragraph 3.

6. The University shall notify CUE at least 45 calendar days prior to establishing a Temporary Employment Pool (TEP) operated by the Human Resources Department at a campus/laboratories/hospital that does not have an existing TEP as of January 1, 2001. Upon receipt of a timely written request from CUE, the campus/laboratory shall meet and discuss the establishment of the Temporary Employment Pool prior to implementation.

7. Employment Information Lists:

a. The University shall continue to post on its FTP site, information for all Floater Appointees. The information shall include, but not be limited to, the type of information posted as of the date of the execution of this Agreement.

b. In addition to the information posted on the FTP site, within 90 days following the effective date of this Agreement, locations with Floater Appointees shall provide CUE with the following information for all individuals in Floater Appointments: name, assignments held within preceding six (6) month period and number of hours worked in each assignment. Thereafter, the locations with Floater Appointees shall provide this information to CUE on a quarterly basis.

F. REHIRED RETIREES

Rehired Retirees working in positions covered by this unit will be eligible to elect to waive future retirement accruals to the same extent that other rehired retirees in staff positions are eligible.

G. LAWRENCE BERKELEY LABORATORY

The definitions of temporary and indeterminate positions which currently are in effect at the Laboratory shall remain in effect.

H. SERVICE CREDIT AND BENEFITS

Non-industrial disability and short-term disability insurance are not provided when employees are on furlough. Time on furlough is not qualifying time for vacation leave, sick leave, holiday pay, or service computation for seniority or retirement.

For health benefits, see Article 42, - University Benefits, Section M.1.

I. REASSIGNMENT

The reassignment of an employee in a full-time career appointment to a partial-year appointment or to a part-time appointment at a fixed or variable percentage

of time shall be considered a reduction in time and must be carried out in accordance with the provisions of Article 13, - Layoff and Reduction in Time.

J. Neither this Article nor any other Articles or provisions of this Agreement shall be construed as a guarantee of or limitation on the number of hours per workday or workweek.

ARTICLE 29
PROBATIONARY PERIOD

A. CAREER APPOINTMENTS

Employees in career appointments shall serve a probationary period of six (6) calendar months, at 50% time or more, without a break in service. Time on leave, with or without pay, is not qualifying service for completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period, whether or not they previously completed a probationary period. Prior to the completion of the probationary period, an employee may be released at the discretion of the University, and without recourse to the Grievance or Arbitration Procedure(s) of this Agreement.

B. LIMITED APPOINTMENT

A limited appointment employee appointed, transferred, or promoted, to a career appointment within the unit shall serve, at the discretion of the University, a probationary period commencing with the career appointment.

1. An employee in a limited appointment who has met the criteria in Article 28, - Positions/Appointments - Section B.2 for conversion to a career appointment and who has worked in the same appointment in which he/she is directly converted will have such time in that appointment applied against the probationary period for the new career appointment. For purposes of this provision, "same appointment" means an appointment in the same department/unit with same job description, with the same supervisor for at least 3 months as the appointment that the individual was assigned immediately prior to the conversion.
2. A non-career employee in a limited appointment who has at least six (6) months of continuous service at 50% time or more in a non-career appointment and who is appointed or is converted in accordance with Article 28 - Positions/Appointments, §B.2. to a career position with substantially similar job duties shall have three (3) months service credit toward completion of his/her probationary period in the new career position.

C. At the discretion of the University, an employee's probationary period may be extended. Such an extension shall be for a specific period of time not to exceed three months. At least seven (7) calendar days prior to the effective date of the extension, the employee shall be informed in writing of the reason(s) for and the period of the extension.

D. A probationary employee shall be evaluated in writing at least once during a full probationary period at approximately the mid-point.

E. Public Safety Dispatchers shall serve a 12-month probationary period beginning on the first date of hire into the series in accordance with POST regulations.

ARTICLE 30
REDUCED FEE ENROLLMENTS

A. REDUCED FEE ENROLLMENTS

An employee who has retired within four months of the date of separation from University service and who is an annuitant of a retirement system to which the University contributes, and who meets the admission requirements of the University, is eligible for two-thirds reduction of both the University registration fee and the University educational fee when enrolled in regular session courses of up to nine units or three courses per quarter or semester, whichever provides the greater benefit to the employee. Full fees will be assessed w hen an eligible employee's enrollment exceeds both nine units and three courses. An individual so registered is ineligible for the services and facilities provided through the University Registration Fee, which includes but is not limited to the counseling centers, gymnasia, or student health services, other than those to which the retired employee may be otherwise entitled.

B. EDUCATIONAL FEE WAIVER FOR STAFF AND DEPENDENTS

If the University determines to provide educational fee waivers to University staff and for dependents, it will apply to members of the clerical unit to the same extent as for any other staff employees.

ARTICLE 31
REHABILITATION/REASONABLE ACCOMMODATION

A. When appropriate, the University will provide special assistance to employees covered by this Agreement who become disabled when such disabilities substantially limit their work activities. This assistance shall include attempts to achieve reasonable accommodation, and for non-probationary career employees, special selection procedures upon request. All employees shall be provided information about rehabilitation services.

B. After receipt of medical documentation from the employee, the University will determine what assistance, if any, will be offered to the employee. Such documentation provided by the employee shall be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.

C. A non-probationary career employee who becomes disabled and who has received vocational rehabilitation services may be selected for a position without the requirement that the position be publicized when approved by the University.

D. REASONABLE ACCOMMODATION

1. The University shall analyze the position held at the onset of an employee's illness or injury, if such a position is still available. Such analysis shall identify the essential functions of the position and conditions of the work environment to aid in determining if reasonable accommodations can be made to the employee's disability. If necessary, a similar accommodation analysis shall be conducted of other open unit positions for which the employee may apply and is otherwise qualified.

2. The employee is responsible for providing medical documentation to assist in understanding the nature of any required accommodation to a disability. Such documentation shall relate specifically to the job analysis information provided by the University and shall, at the University's option, be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.

E. TRIAL EMPLOYMENT

When recommended by a vocational rehabilitation counselor and approved by the appropriate University official, a qualified former non-probationary career disabled employee may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one year, shall be determined by the counselor in consultation with the employing Department/Division Head. Positions used for trial employment shall not be designated as career, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.

ARTICLE 32
RESIGNATION/JOB ABANDONMENT

A. RESIGNATION

1. Employees who voluntarily separate from employment with the University, other than retirement, are considered to have resigned their employment with the University.
2. Upon the employee's submission of a written notice of resignation there shall be no withdrawal or rescinding of the resignation except by the written mutual agreement of the University and the employee.
3. In the event an employee provides an oral notice of resignation, s/he may rescind such notice within two scheduled workdays following the oral notice. If such oral notice is not rescinded within the two (2) work-day limit, there shall be no withdrawal or rescission of her/his resignation except by the written mutual agreement of the University and the employee.
4. With the exception of retirement, the final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee in a timely manner, normally within 72 hours, and in conformance with appropriate sections of the Labor Code.
5. Retirement compensation shall be provided pursuant to retirement plan regulations.

B. JOB ABANDONMENT

Failure to report to work as scheduled for five (5) consecutive workdays may be treated by the University as an employee's job abandonment resulting in her/his resignation:

1. In the case of job abandonment, 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. The employee shall have fourteen (14) calendar days from the mailing of such notice to respond to the University prior to her/his separation. The response may, at the option of the employee, be in writing or may be a meeting with a designated University official. The official must have the authority to effectively recommend reinstatement of the employee.

3. Following the employee's timely response, or if no response was provided within fourteen (14) calendar days, the decision of the designated University official is not subject to the grievance and/or arbitration provision of this Agreement.

ARTICLE 33

RESPECTFUL, FAIR TREATMENT

A. CUE and the University recognize that respectful, fair treatment of others promotes a work environment and organizational culture that supports and values all members of the University community. Therefore, officers of the University shall treat members of the bargaining unit with dignity and respect in all interactions. In addition, members of the bargaining unit shall treat officers of the University with dignity and respect in all interactions.

B. Nothing in this Article shall be construed to change established University policies and practices about political expression and/or freedom of speech; nor shall anything in this Article impede normal expression in labor-management communications. A University-wide Labor/Management meeting shall develop an understanding of application of the above stated limitations for purposes of this Article, in addition to developing the meaning of "dignity and respect" for purposes of this Article.

C. Any complaints arising from the Article shall be grievable only through step two of the grievance process.

ARTICLE 34
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 35
SHIFT DIFFERENTIAL

A. Eligible employees assigned to an evening or night shift shall be paid a shift differential for all hours including overtime which are worked. Classes eligible for a shift differential and shift differential rates by location are listed in Appendix A. Work which is scheduled during the evening or night hours on the basis of convenience to the employee shall not be considered an assigned evening or night shift for the purpose of this provision.

B. Shift differential shall be paid for all hours of a shift when four hours or more of a shift are worked after 5:00 p.m. and before 8:00 a.m.

C. An employee in an eligible class regularly assigned to a day shift of eight hours or longer shall be paid a shift differential for overtime hours when the overtime hours are worked after 5:00 p.m. and before 8:00 a.m., the total overtime hours in one 24-hour day are equal to at least one-half of the number of regular hours in the employee's day shift, and the overtime is not compensated at a premium rate.

D. When an employee who usually works on an evening or night shift is temporarily assigned to a day shift for a period of four working days or less, the employee shall continue to receive any shift differential. A temporary change of four working days or less in shift assignment initiated by the employee is not covered by this provision.

E. The shift differential shall be included in payments for all types of paid leave, provided that the employee would have been expected to work that shift or shifts if the employee were not on paid leave.

F. Prior to assigning a shift differential rate to a classification that does not have an established rate, the University and CUE must negotiate the shift differential rate to be assigned to that classification.

SHIFT DIFFERENTIAL -- LAWRENCE BERKELEY LABORATORY

Policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to Shift Differential at the Laboratory shall remain in effect for employees at the Laboratory and shall supersede the provisions of this Article in A. through E. above. Shift differential rates for employees at the Laboratory are listed in Appendix B.

ARTICLE 36
SICK LEAVE

A. ACCUMULATION OF SICK LEAVE CREDIT

1. If a campus implements the Factor Accrual System, an eligible employee shall earn sick leave credit at the rate of .046154 hours per hour on pay status, including paid holiday hours but excluding all paid overtime hours.
2. If a campus uses the Table Accrual System, an eligible employee shall earn sick leave credit at the rate of eight hours per month for full-time employment. Sick leave credit is earned proportionately, as set forth in the Sick Leave Credit Table below, for hours on pay status over one-half of the full-time working hours of the month but less than full-time.
3. Until a campus provides notice to CUE of a proposed change to either the Table Accrual System or the Factor Accrual System, current accrual practices will remain in place.

SICK LEAVE CREDIT TABLE

NUMBER OF HOURS ON PAY STATUS			Percent of Time on Pay Status	Hours of Sick Leave Earned				
160-Hr.* Month						168-Hr.* Month	176-Hr.* Month	184-Hr.* Month
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49	0			
80 - 89	84 - 94	88 - 98	92 - 103	50 - 56	4 5 6			
90 – 109	95 – 115	99 - 120	104 - 126		7			
110 – 129	116 - 136	121 - 142	127 - 149	57 - 68	8			
130 – 149	137 - 157	143 - 164	150 - 172	69 - 80				
150 – 160	158 - 171	165 - 184	173 - 184	81 - 93				

	68	76		94 - 100	

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

4. An employee must be on pay status for at least one-half of the working hours of a month or quadri-weekly cycle to earn sick leave credit for that month or quadri-weekly cycle. Time on pay status in excess of a full-time work schedule does not earn sick leave credit. Sick leave is earned during leave with pay. For the purposes of this Agreement, a quadri-weekly cycle is defined as two bi-weekly pay periods designated by the University to be considered as one unit for the purpose of leave accrual.
5. For employees on either system, earned sick leave for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate sick leave credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.
6. The number of sick leave hours which may be accumulated is unlimited.

B. ELIGIBILITY AND USE OF ACCUMULATED SICK LEAVE

1. General Provisions
   a. Requests for the use of sick leave shall be made in accordance with campus or

   departmental procedures.
   b. Sick leave is to be used for medical appointments with advance approval, personal illness or personal disability; and for the death or serious illness of others as provided in §B.3. and §B.4., below. In the case of medical appointments, a request for sick leave shall not be unreasonably denied.
   c. Sick leave shall not be used prior to the time it is credited. Sick leave shall not be used in excess of the employee's normally scheduled hours or work for the day or days for which the sick leave is claimed. Sick leave shall not be used beyond a predetermined date of separation, including retirement or layoff, or beyond a predetermined date beginning a leave of absence without pay.
2. Pregnancy
   A pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she is no longer able to work or the date of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that she is physically unable to perform the normal duties of her job. A pregnant employee may also be eligible for Pregnancy Disability Leave as provided in Article 14, – Leaves of Absence, §D.
3. Care of Others

Up to 30 days of accumulated sick leave per year may be used when the employee is required to be in attendance or to provide care of either:

a. The serious illness of the employee's parent, spouse, same- or opposite-sex domestic partner, child(ren) (including the child of a same- or opposite-sex domestic partner), brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household; or

b. The employee's spouse, same- or opposite-sex domestic partner, parent(s) or child(ren), suffering from a "serious health condition" as defined in Article 14, – Leaves of Absence, §B.1.d.

c. Sick leave granted under this section may be used to offset unpaid Family Care and Medical Leave granted pursuant to Article14, – Leaves of Absence.

4. Bereavement

Sick leave for bereavement purposes may be used as follows:

a. Up to five days of accumulated sick leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, same- or opposite-sex domestic partner, children (including the child of a same- or opposite-sex domestic partner), brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household.

b. In the event an employee has a personal obligation for a person other than someone in §B.4.a. above, the employee shall be permitted to use up to five

days of accrued sick leave per calendar year for funeral attendance/bereavement.

5. Illness While on Vacation

If, while on vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, the employee may use accumulated sick leave for that personal illness. Sick leave may not be used for illness of a family member during the employees' vacation.

C. SICK LEAVE PAY

Sick leave is paid at the employee's straight-time rate of pay including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on sick leave.

D. SICK LEAVE NOTIFICATION AND VERIFICATION

1. No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee.

Subsequent to an employee's notice of illness/disability, no time for which the employee has requested and/or received sick leave authorization may be charged to accumulated/anticipated compensatory time, leave with

pay, vacation, or holiday time, except as provided in Article 14, – Leaves of Absence.

2. Any employee who anticipates a series of three or more medical appointments which will require a repeated use of sick leave, or who knows in advance the date and/or time of scheduled appointments, shall inform his or her immediate supervisor of the anticipated or known schedule of treatment.
3. The University may require reasonable documentation of an employee's sick leave absence when an absence exceeds three consecutive scheduled days of work, or for shorter periods when:
   a. It appears to be justified and,
   b. Notice has been provided to the employee prior to his or her return to work, that documentation will be required, or
   c. The employee has been given advance written notice that documentation will be required.
4. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.
5. When medical documentation is required by the University, it shall be from a health practitioner licensed by the state in which he or she practices to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program.
6. The University may have an employee claiming disability examined by a physician or physicians of its choosing, in accordance with Article 14, – Leaves of Absence. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a physician of its choosing on the employee's work time.
7. When the University has determined that an employee's repeated use of sick leave is abusive, and has given the employee prior written notice that accrued sick leave use may be denied on future instances of illness, such employee may be denied the ability to use his or her accrued sick leave when absent due to illness.

E. TRANSFER AND REINSTATEMENT OF SICK LEAVE

1. Transfer/Promotion/Demotion to positions covered by this Agreement
   a. An employee transferred, promoted, or demoted without a break in service to a position that does accumulate sick leave shall have any accumulated sick leave transferred.
   b. An employee transferred, promoted, or demoted to a position that does not accumulate sick leave shall have his or her accumulated sick leave held in abeyance. If the employee subsequently moves without a break in service to a position which does accumulate sick leave, the previously accumulated sick leave shall be restored.
   c. An employee who has been laid off and is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all sick leave accumulated from prior service reinstated.
2. Reemployment in positions covered by this Agreement
   a. An employee reemployed from University service or State of California service into the bargaining unit after a break in service of less than 15 calendar days shall have all sick leave accumulated from prior

service reinstated if the new position is one which accumulates sick leave.

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

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

a. An employee who is transferred, promoted, or demoted into a position not covered by this Agreement shall have the accumulation, use, and transfer of sick leave governed by the policies and/or contract covering employees in that unit or personnel program.

b. This article shall apply to employees with split/multiple appointments in accordance with the provisions of Article 19, – Multiple Appointments.

F. CONVERSION OF SICK LEAVE ON RETIREMENT

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

University of California Retirement System for each day of unused accumulated sick leave.

G. CATASTROPHIC LEAVE

Any Clerical and Allied Services Unit employee may participate in a campus, hospital/ Laboratory's Catastrophic Illness/Injury Leave Program in accordance with the provisions of that location's program and Article 4 - Compassion/Catastrophic Leave/14 - Leaves of Absence.

H. CURTAILMENT PERIOD

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

ARTICLE 37
SUBCONTRACTING
(currently performed work)

A. GENERAL PROVISIONS

The University retains the right to subcontract all or any portion of operations subject to the limitations imposed by this article.

B. DISPLACEMENT OF EMPLOYEES

1. Except as provided below, the University of California will not contract out services that result in the layoff of non-probationary career bargaining unit employees.

2. Examples of instances in which a contract for such services may be appropriate include:

a. The need to obtain special services and equipment that are not available internally;

b. The need to obtain special expertise or efficiencies that are better provided through an outside contractor than by the University; and

c. Financial necessity.

3. Where financial necessity is the reason for the exception, before contracting for work which is fully or partially supported from state funds, including those at the teaching hospitals, the University shall first seek funding from the Legislature to address the financial necessity.

4. When the University has determined to contract for services that will result in the layoff of employees in the bargaining unit, it will provide CUE with a copy of any RFP as soon as feasible after it is issued. In the event no RFP is issued and the subcontract will result in bargaining unit employee layoffs, the University will give at least 60 calendar days notice prior to the commencement of work by the contractor. Such notice shall demonstrate the appropriateness for the contract, in accordance with section B above.

a. If CUE asks to meet with the University about the proposed contract for services, such a meeting will occur as soon as practicable following the University's receipt of the request. The meeting will not delay the commencement of the contract.

b. If CUE believes that the University failed to comply with the provisions of Section B above, it can file a formal complaint with the Office of the President, Office of Labor Relations. The Office of the President shall make the final determination as to whether the contract meets the conditions in Section B. The Office of the President decision is not grievable or arbitrable.

C. EFFECT OF CONTRACT ON EMPLOYEES

To minimize the effects of layoff, when a non-probationary career bargaining unit employee is notified of layoff because the University entered into a contract for services that the employee performed, the University will make available another bargaining unit position for which the employee is qualified. The position will be at the same campus/hospital/Laboratory from which the employee was laid off. Where the provisions in this article are inconsistent with the provisions of Article 13, Layoff and Reduction in Time, the provisions of this Article and Section shall control.

1. The available position shall be offered at the same duration, percent time, and appointment type held by the employee when displaced

2. The available position shall be offered at the same base rate of pay earned by the employee when displaced.

3. The right to be offered a position pursuant to this section shall begin on the date an employee is notified of layoff (displacement).

4. The right of a displaced non-probationary career employee to be offered a position pursuant to this section shall terminate upon acceptance or refusal of the offered position at the same base rate of pay.

5. A displaced non-probationary career employee who refuses an offered position at the same base rate of pay shall be placed in layoff status.

D. LEGISLATION/SUPPLEMENTAL BUDGET LANGUAGE

The language of this Article will be effective only when the Supplemental Report to the 2001 Budget for the State of California or any comparable successor act is not in effect. To the extent this Article is in conflict with legislation regarding subcontracting at the University, the legislation shall control.

E. Nothing in this article shall be interpreted as prohibiting action, which must be taken to establish or maintain eligibility for any federal program, contract or grant - including the contract requirements contained in the agreement between the University and the Department of Energy- where ineligibility would result in a loss of federal funds to the University of California.

ARTICLE 38
TRAINING AND DEVELOPMENT

A. GENERAL CONDITIONS

1. Employees may participate in career-related or position-related development programs, subject to approval by the University. Unless the University determines the proposed training/development is not position or career related, or denies release time based on operational considerations, employees shall be granted flexible or alternate work scheduling, leave without pay, leave at full or part pay, full or part payment of fees and expenses, and/or temporary or part-time reassignment in another department, provided that:
   a. The employee has completed his or her probationary period, and
   b. The employee's performance is satisfactory or better.
   c. Participation in educational or training programs during scheduled work hours is approved in advance by the University.

   2. When the University requires attendance at an educational or training program, the University will pay the fees and related costs for materials, travel and per diem, and the employee's attendance at the actual program shall be considered time worked.
      a. Education or training which is suggested or recommended, but not required, is not "required" within the meaning of this Article.
      b. Education or training for the acquisition or maintenance of a license shall not qualify as "required" within the meaning of this Article.
3. Employees attending University courses or seminars shall be eligible for fee reductions applicable to other staff employees at their location. Employees attending University courses or seminars shall not be eligible for the services or facilities of counseling centers, gymnasium, or student health services incidental to such reduced-fee registration.
4. Non-probationary career employees who are residents of the State of California are eligible to enroll in regular session courses for up to nine units or three courses per quarter or semester, upon payment of one-third of the University Registration Fee (URF) and one-third of the University Educational Fee (UEF). In the event the University provides additional URF and UEF reductions to other eligible staff employees, the employees in this unit shall receive such fee reductions, to the same degree that other staff employees are so eligible.
5. Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.
6. Nothing contained in this Agreement will preclude the University from granting additional training and career development opportunities.
7. In the event the University establishes new training programs open to all staff employees, CUE unit employees shall be eligible to participate in such programs to the same degree as other staff employees.
8. A non-probationary, employee is eligible for up to 24 hours of paid release time per

calendar year for job related or University career related training, except as described below. Such paid release time must be scheduled according to

staffing requirements. Training courses provided by the University shall be included in the 24 hours.

a. Following ratification of the Agreement, and no later than November 1 of any year, an employee may submit a written request in accordance with campus procedures to carry over up to sixteen (16) unused hours of paid release time for job-related and/or University career-related training. Such requests shall not be unreasonably denied. Any hours approved for carry over must be used by the end of the following calendar year and will not carry over into any subsequent year.

b. For calendar years 2007 and 2008 only, non-probationary career employees may carry over an additional eight (8) hours of unused paid release time from calendar years 2006 and 2007, respectively. As a result, in calendar years 2007 and 2008, eligible Clerical employees may use up to an additional 24 hours of paid release time for job-related or University career related training. All of the terms set forth in this Section A shall govern the use and scheduling of this additional paid release time.

B. DISPUTES

Disputes arising from this article may be appealed to the department head in writing within 10 days of the denial. The department head, or his/her designee, shall respond in writing within 10 days stating reasons the appeal is denied. If the department head fails to provide the required response within 10 days, the employee may file a grievance in accordance with Article 7, - Grievances only through Step 2 of the Grievance Procedure. In no circumstances shall such grievances be eligible for appeal to Step 3 of Article 7 Grievance Procedure, or Article 3, - Arbitration Procedure. The remedy for grievances alleging a violation of this Development article shall be limited to providing the written reasons for the denial of training.

C. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures and qualifications in effect at the time of PERB's certification of CUE on 11/21/97 that are in conflict with this agreement shall remain in effect for employees at the Lawrence Berkeley National Laboratory.

ARTICLE 39
TRANSFER/PROMOTION/RECLASSIFICATION

A. DEFINITIONS

1. A transfer is the change of an employee from one position to another position which is in a class having the same salary range maximum.
2. A promotion is the change of an employee from one position to another position which is in a class having a higher salary range maximum.

B. TRANSFER/PROMOTION OF EMPLOYEES

1. Whenever it is determined by the University that a vacancy in a career position within the bargaining unit is to be filled at a campus/hospital/Laboratory, the following procedure will apply:

a. Notice will be posted according to local campus/hospital/laboratory procedures, either in writing or electronically. If all posting is accomplished through the computer system, at least one printed posting will be available at the local personnel office or where application information is available. Unless the vacancy is restricted to internal

candidates, it will be posted for at least 10 working days. Where there are varying posting periods these varying posting practices shall remain and continue.

b. A vacant bargaining unit career position shall be filled in the following order:

1) By recall of an indefinitely laid off non-probationary career employee in accordance with Section F. of Article 13, -Layoff and Reduction in Time of this Agreement;

2) By preferential rehire of an indefinitely laid off non-probationary career employee in accordance with Section E. of Article 13, - Layoff and Reduction in Time of this Agreement;

3) By any other qualified applicant.

c. If, in the evaluation of the department head, two or more applicants are substantially equally qualified, the department head shall make the determination taking into consideration Article 21, - Nondiscrimination, Sections B.1. and B.3. and the University will maintain its Federal contractor status. The University shall give consideration to providing transfer and promotion opportunities for career employees. In considering an employee for transfer and promotion, the University shall consider the employee's University work performance and experience.

In those cases where the department head determines that qualifications of an applicant who is currently a University employee and qualifications of an external candidate are essentially equal, the department head shall

reconsider the credentials (including but not limited to, the resume, application, a written recommendation from the employee's supervisor, and/or interview responses, if any) of the University employee applicants(s).

d. In addition, the University shall consider qualified employees who are eligible for reemployment in accordance with Section C. of Article 31, – Rehabilitation/Reasonable Accommodation and Section E. of Article 16, - Medical Separation of this Agreement.

e. The University at its sole discretion, on a location-by- location basis and on a vacancy by vacancy basis may, in the posting for vacancies to be filled, restrict the eligible applicants for the vacancy to current University employees.

2. Employees who are scheduled for a job interview at the same location as the employee's current position shall be granted reasonable time off with pay, as determined by the University, if the interview has been scheduled during the employee's normal work hours. An employee scheduled for an interview on another campus/hospital/Laboratory shall be granted reasonable time off with pay for an amount of time normally equal to the time that would be required for an interview on the employee's own campus/hospital/Laboratory.

3. Upon promotion, an employee may be granted a salary increase to the minimum of the salary range for the new class or of one step in amount, whichever is greater, provided that the new rate does not exceed the maximum of the new class. The University at its sole discretion may, upon the promotion of an

employee, determine that the employee should receive an increase of greater than one step in amount. The University may exercise this sole discretion on a location-by-location basis and on a promotion-by-promotion basis and on a non-precedential basis. In those instances where such discretion is exercised the resultant individual rate of pay shall not exceed the maximum of the position salary range.

4. The University shall provide CUE with information concerning the number and classifications of bargaining unit positions posted which were restricted to current University employees, and the number and classification of bargaining unit positions where an employee was promoted and received more than a one-step increase. This information shall be made available annually for the period of April 1st through March 30th and provided to CUE during the month of May.
5. In accordance with campus/hospital/Laboratory practice, the University shall inform employees of career development and/or training programs that might assist them with transfers and/or promotions.
6. An employee who has been laid off and is rehired at another University location within the employee's period of recall will be eligible for the following as result of no break in service:
   a. Reinstatement of all sick leave accumulated from prior service,
   b. Reinstatement of vacation accrual rate,
   c. Calculation of University service based on full-time equivalent months (or hours) of University service, and
   d. Buy-back of UCRP service credit according to the University Benefit Regulations

C. MOVEMENT BETWEEEN POSITIONS/REASSIGNMENT AND REQUEST FOR RECLASSIFICATION

1. At each campus/hospital/laboratory the University will make reasonable attempts to inform members of the CX unit of the process for requesting a reclassification. Such information shall include, but not be limited to, a list of the materials required in a complete packet, the office to which the packet should be submitted, and how to request a review according to Section C.3 of this Article.
2. The designated University office will acknowledge to the employee receipt of a request for reclassification.
3. As soon as possible, but no later than 120 days from the date of receipt of the completed request for reclassification review in the designated University office, the University shall issue the results of the review in writing to the employee and the department.
4. An employee may request a review of a decision denying a reclassification. The request for a review shall be made in writing to the personnel department within 30 calendar days of the date on which the reclassification decision was issued. The request shall state the basis upon which the employee is requesting a review. The result of the review shall be issued in writing by a representative of the classification unit (personnel department at the Laboratory) other than the representative who issued the initial decision.
5. An employee whose position has been reclassified upward shall be granted a salary increase to the minimum of the salary range for the new class or of one step in amount, whichever is greater. The University at its sole discretion may, upon the reclassification of an employee, determine that the employee should

receive an increase of greater than one step in amount. The University may exercise this sole discretion on a location-by-location basis and on a reclassification-by-reclassification basis and on a non-precedential basis. In those instances where such discretion is exercised the resultant individual rate of pay shall not exceed the maximum of the position salary range.

D. Decisions or actions taken or not taken with regard to transfer, promotion and reclassification are at the University's sole, non-grievable discretion and not subject to Article 6, - Grievance Procedure of this Agreement.

ARTICLE 40
TRAVEL REIMBURSEMENT

A. GENERAL PROVISIONS

Employees are eligible to receive travel reimbursement in accordance with applicable University or Laboratory policies and/or procedures.

B. REIMBURSEMENTS

1. The policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to travel reimbursement(s) shall be applied, changed, or implemented for employees in the Clerical & Allied Services unit in the same manner as for other staff employees in the University except as provided in Section C below.
2. The University may determine, on a department-by-department basis and consistent with the Business and Finance Bulletin, the requirements for reporting travel expenses.
3. Reimbursement rates reflect the maximum daily reimbursement provided for specific subsistence expenses, including meals. Only actual reasonable expenses may be reimbursed, including but not limited to mileage, transportation, toll fees, and parking fees.
4. When subsistence expense(s) are paid directly by the University, the employee's per diem reimbursement eligibility will be reduced accordingly.
5. University-approved out-of-state lodging expenses will be reimbursed based on the expenses actually incurred as supported by receipts, provided the University gave prior approval for or requires actual-expense reimbursements.

C. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to per diem rates at the Laboratory shall be applied, changed, or implemented for employees in the Clerical & Allied Services unit in the same manner as for other staff employees at the Laboratory.

ARTICLE 41
UNIFORMS

A. UNIFORMS

1. General Provisions Uniforms are attire required by the University to be worn in the performance of assigned duties.
2. Purchasing, Reimbursement, and Replacement Allowance
   a. The University shall have the sole discretion to determine if a uniform shall be worn, who shall wear a uniform and the conditions under which it must be worn. Employees shall wear the uniform and maintain a proper appearance as specified by the University.

b. When a uniform is required by the University, an employee shall be responsible, at the time of employment, for the purchase of uniform components specified by the University.

c. Where the University currently provides either uniforms, reimbursement for uniforms, or replacement allowance and, for as long as the University continues its requirement that the uniform be worn, it will provide either the uniform, or the reimbursement for the uniform, or the replacement allowance, at the current rate.

3. Laundering

Where laundering of uniforms is currently provided by the University, such laundering shall continue while the requirement for uniforms continues.

ARTICLE 43
UNIVERSITY POLICIES

A. University policies identified below are applicable to members of this unit. When the University proposes and implements changes to these policies, the employees of this unit will be covered on the same date and to the same extent.

1. Electronic Communications Policy as of June 21, 2000.
2. Policy for Reporting Improper Governmental Activities and Protection Against Retaliation for Reporting Improper Activities as of June 21, 2000.
3. PPSM Staff Personnel Records Policy 80#C (re: access to records by the public) as of June 21, 2000.

B. Violence in the Work Place Policies at each location as of the date of the Tentative Agreement between the parties shall remain and continue. The University of California prohibits and has zero tolerance for violence at any UC workplace. Any proposed change to terms and conditions of employment related to Violence in the Workplace Policies shall be noticed to CUE and, upon written request, the University will meet and confer with CUE about any changes in terms and conditions of employment that will apply to members of this unit.

ARTICLE 44
VACATION

A. The University provides vacation for rest, relaxation, and renewal to employees, who hold career, limited and floater appointments and who are appointed at 50 percent or more of full time for six or more months. Although vacation is provided for rest, a supervisor may grant an employee's request to use vacation for illness, disability, and or personal reasons. Disputes arising from this paragraph shall not be subject to Article 7, - Grievance Procedure or Article 3, - Arbitration Procedure.

B. VACATION ACCRUALS/CREDIT

1. If a campus implements the following Factor Accrual System, an eligible employee shall earn vacation credit each month or quadri-weekly cycle based on the number of hours on pay status for that month or quadri-weekly cycle at the following rates:

Years of Qualifying Service	Per Hour on Pay Status*	Approximate Yearly Earning**	Maximum Accumulated Balance
Less than 10	.057692	15 days	240 hours

10 but less than 15	.069231	18 days	288 hours
15 but less than 20	.080769	21 days	336 hours
20 or more	.092308	24 days	384 hours

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

** Full time rate.

2. For campuses retaining the Table Accrual System, an eligible employee shall earn vacation credit each month based on the number of hours on pay status for that month at the following rates:
   a. 10 hours per month for a full-time employee with less than 10 years of qualifying service;
   b. 12 hours per month for a full-time employee with at least 10 but less than 15 years of qualifying service;
   c. 14 hours per month for a full-time employee with at least 15 but less than 20 years of qualifying service; and
   d. 16 hours per month for a full-time employee with 20 years or more of qualifying service.

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

C. ELIGIBILITY

1. An employee is eligible to earn vacation credit from the date of hire, prorated in

accordance with §A., above, if appointed at 50 percent or more of full-time for a period of six months or more. An employee who is not eligible to earn vacation because of a part-time or short term appointment becomes eligible to earn vacation after six continuous months or quadri-weekly cycles on pay status at 50 percent time or more. For the purposes of this Article, a month of qualifying service is a month of service at one-half time or more and a quadri-weekly cycle is defined as two bi-weekly pay periods designated by the University.

2. 1. 2. 3. 4. 1. 2. 1. An employee does not earn vacation credit for time on pay status in excess of a full-time work schedule.

D. VACATION SCHEDULING

An employee may request vacation.

The University has the sole discretion to approve or disapprove vacation requests. Vacation requests shall not be unreasonably denied. An approved vacation request shall not be unreasonably canceled.

Vacation leave requested by an employee will be scheduled in accordance with the University's operational needs and departmental procedures. Departmental procedures which restrict an employee's ability to schedule vacation shall be based on operational needs.

When during the review of simultaneous requests for vacation submitted by more than one employee, operational needs do not permit the granting of requests for vacation at the same time for the employees who have requested that specific time period, preference in granting the request shall be based on the respective seniority of the employees. Where a practice of rotation of vacation periods exists, such practices shall continue, and only operational needs will be used in assigning such vacation.

E. VACATION CREDIT USE

Vacation credit is accumulated from the date of hire. An employee may use vacation from the date of accrual, however, no vacation shall be used prior to the time it has accrued.

F. VACATION MAXIMUMS

A full time employee shall not accrue vacation in excess of the maximum of two times the employee's annual accumulation. A part-time employee shall accrue vacation to a pro-rated maximum number of hours as a full-time employee with comparable years of service.

Sixty days prior to an employee accruing the maximum amount of vacation, the employee shall be given notice that the maximum accrual will be reached. The employee must request the scheduling of vacation prior to the employee reaching the maximum accrual. If the employee's request to use such accrued vacation is denied due to operational considerations, that employee shall have an additional four months within which the employee must take the vacation to bring his or her vacation accruals below the maximum. Normal vacation shall continue to accrue during the additional four-month period.

G. VACATION PAY

Pay for accumulated vacation shall be at the employee's straight-time rate, including any shift differential paid to employees permanently assigned to a shift which provides a

differential.

2. 3. An employee who separates from employment or who is granted extended military leave shall be paid for any accumulated vacation through the employee's last day of work, except that an employee who is retiring may use accumulated vacation up to the effective date of retirement.

An employee released during his or her probationary period shall be paid for accrued vacation time.

H. TRANSFER OF VACATION CREDIT

An employee who is transferred, promoted, or demoted to another position at a University campus in which vacation credit can be accumulated shall have any accumulated vacation credit transferred, unless such transfer is in conflict with the terms covering the new position. An employee who is transferred, promoted, or demoted to a position at a campus in which vacation credit does not accumulate shall be paid for any accumulated vacation at the time of transfer. An employee who is transferred, promoted, or demoted to or from a Lawrence Berkeley National Laboratory position shall be paid for any accumulated vacation at the time of transfer.

I. DONATIONS FOR CATASTROPHIC LEAVE

Any Clerical & Allied Services Unit employee may participate in a campus/hospital/ laboratory's Catastrophic Illness/Injury Leave program, in accordance with the provisions of that location's program and Article 4, - Compassionate/Catastrophic Leave/14, - Leaves of Absence.

J. CURTAILMENT PERIOD

1. Consistent with the University's management rights, including its right to determine the orderly, effective and efficient operation of the University, the University may elect at one or more of its locations including the Laboratory, to curtail or shut down some or all of its activities, on a location-by-location basis, for periods of specific duration. By way of example and not limitation, such periods may represent opportunities for energy/cost savings and/or adjustments to reduce levels of work activity due to transition periods in the academic calendar and/or "seasonal" or "holiday" influences on scheduled work activities and/or the occurrence at or on University facilities of major public events and/or the occurrence of emergency or "forces of nature" situations adversely affecting normal University operations.

2. In the event of such total or partial closure or curtailment of operations, whether or not the University is able to anticipate such event, employees affected shall select one or a combination of the following options to cover their status during such period of time:

a. Employees may use accumulated vacation leave during the period. Newly employed unit members would be allowed to use accrued vacation even if the required six continuous months or quadri-weekly cycles on pay status have not been completed. Employees without sufficient accumulated vacation would be allowed to use up to three days' vacation leave prior to actual accrual.

b. Employees with accrued compensatory time may elect to use it to cover the scheduled time off or to offset the use of vacation time.

c. Employees who do not wish to use vacation or compensatory time off may elect to take a leave without pay during the closure. Notwithstanding the provisions of A.5. above, if an employee is in leave-without-pay status due to a location

closure which is three consecutive days or less in duration, such a full-time or part-time employee shall not lose hourly vacation accruals.

d. Employees who do not select from a., b. or c. above or who do not qualify for a., b. or c. above shall, for the period of time necessary, be placed in a leave-without-pay status. The hourly accrual provisions in J.2.c. above related to location closure(s) shall also apply to employees who are placed in leave-without-pay status.

ARTICLE 45
WAGES

Following receipt of written notification from CUE of its ratification of the Agreement with the University of California, the University will provide compensation increases in accordance with the following provisions: **A.**

2005-06 SALARY INCREASES (Except LBNL):

Effective October 1, 2005 (or the closest pay period for bi-weekly paid employees);

1. The University will increase the salary ranges and corresponding individual rates for classifications in the CX Unit by 3.5%. The salary range or rate adjustments, if any, for each classification will vary slightly due to rounding.
2. One half percent (0.5%) equity money to be allocated as follows:
   a. 5.1% general range adjustment for each of the classifications in the Librarian Assistant series. Therefore, under this Section A, each Library Assistant shall receive a 8.6% base-building increase.
   b. the distribution of the remainder of the equity money, if any, for each campus/medical center to be negotiated in accordance with the Sideletter dated December 15, 2005 entitled Joint Compensation Committee.

B. LUMP-SUM BONUS

Employees in the bargaining unit as of December 15, 2004 shall receive a lump sum payment of $180 (pro-rated by current appointment percentage).

C. ELIGIBILITY AND TIMING OF PAYMENTS

1. Eligibility
   To be eligible for the increases specified in sections A.1. , A.2.a and B. above, an employee must be on pay status (or on approved leave) on the date of CUE's ratification of this Agreement and on the payout date of the increase.
2. The actual base adjustments and lump sum portion specified in Sections A.1., A. 2(a) and B. above will be paid within 120 days of CUE's written notification of ratification of this Agreement. The payout date for the remainder of the equity monies (see A.2.b above) shall be negotiated by the parties pursuant to the Sideletter dated December 15, 2005.

D. RANGE STRUCTURE ADJUSTMENTS

As soon as practicable following ratification, the University shall add four half-steps (each half-step equal to approximately 2.25%) at the top of each range for all classifications except the Library Assistant series and the (__) Assistant IV classification

(Davis). With respect to the Library Assistant series and the (__) Assistant IV classification (Davis), the University shall add two half-steps (each half-step equal to approximately 2.25%).

E. 2006-07 SALARY INCREASES (Except LBNL):

Effective October 1, 2006:

1. The University will increase the salary ranges and corresponding individual rates for classifications in the CX Unit by 3.25% provided funding in the amount of 3% is allocated to the University as a general range adjustment pursuant to the State Budget Act as finally adopted and in accordance with Article 6, Duration. The salary range or rate adjustments, if any, for each classification will vary slightly due to rounding.
2. One quarter percent (0.25%) equity money to be allocated as follows:
   a. a half-step with-in range increase for all library assistants;

b. the distribution of the remainder, if any, at each campus/medical center shall be negotiated in accordance with the sideletter pertaining to the Joint Compensation Committee dated December 15, 2005.

F. 2007-08 SALARY INCREASES (Except LBNL)

Effective October 1, 2007:

1. The University will increase the salary ranges for classifications and corresponding individual rates for classifications in the CX Unit by 4.5% provided the funding amount of 4% is allocated to the University as a general range adjustment pursuant to the State Budget Act as finally adopted and in accordance with Article 6, Duration. The salary range or rate adjustments, if any, for each classification will vary slightly due to rounding.

G. 2007-08 RANGE STRUCTURE ADJUSTMENTS

The University shall add two half-steps (each half-step equal to approximately 2.25%) at the top of each range for all classifications except the Library Assistant series and the (__) Assistant IV classification (Davis).

H. ORDER OF INCREASES

If more than one salary adjustment takes place on the same date, actions occur in the following order:

1. Range adjustment;
2. Merit Increases
3. Increases resulting from Promotion or Reclassification.

I. OTHER INCREASES

The University may increase, during the term of this Agreement, individual salary rates or salary ranges for selected classes at selected locations. The University may also increase, for selected classes at selected locations, during the term of this Agreement, shift differentials, on-call rates, and/or extend the coverage of such rates. At least thirty (30) days prior to implementing the increase referenced in this section, the University shall inform CUE in writing of any such increases.

J. INCREASES FOR ALL CLERICAL AND ALLIED SERVICED UNIT EMPLOYEES (UNIT 12) AT LAWRENCE BERKELEY NATIONAL LABORATORY

The salary structure and increases for CX employees at LBNL were bargained for separately and are set forth in Attachment __.

K. LOCAL AWARD PROGRAM (EXCEPT LBNL)

The University retains the right to continue, modify or abolish campus/hospital award programs. Local Award Programs, if any, for 2005-06, 2006-07 and 2007-08 may be implemented according to local procedures. Local award programs are available, if any, to employees in the unit according to the University's notice to CUE and resulting meeting and discussing, if requested by CUE.

L. The range and rate adjustments, basebuilding or non-base building, if any, provided in this Article shall not be subject to Article 7 - Grievance Procedure, or Article 3 - Arbitration Procedure, of this Agreement.

ARTICLE 46
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each 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 the understandings and agreements arrived at by the parties after the

exercise of the right and opportunity are set forth in this Agreement. The rights and procedures granted and set forth under Staff Personnel Policy will no longer apply to employees covered by this Agreement. The University and CUE, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 47
WORK-INCURRED INJURY OR ILLNESS A.

GENERAL PROVISIONS

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

1. An employee unable to perform the normal duties of his or her job due to a work-incurred illness or injury compensable under the California Workers' Compensation Act shall be granted leave for the duration of a verified disability but not to exceed six months or a predetermined date of separation, whichever comes earlier. The employee may request, in writing, an extension of the leave up to six months according to Article 13, - Leaves of Absence, Section D.
2. Work-Incurred Injury or Illness Leave runs concurrently with Family Medical Leave.
3. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.
4. Employees who are unable to work due to a work-incurred injury of illness compensable under the California Workers' Compensation Act are eligible to use accrued sick leave and vacation as provided below. When sick leave is exhausted and when employees are still unable to work because of such illness or injury, employees may use extended sick leave or leave without pay as provided below.
5. An employee shall notify his or her supervisor of the need for leave for a work-incurred injury or illness, or any extension of such leave, as soon as practicable after the need for such leave or extension is known. This notification shall include written medical certification of the need for such leave or extension, and the anticipated return to work date.

B. EXTENSIONS OF WORK-INCURRED INJURY OR ILLNESS LEAVE

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

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

C. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

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

D. SUPPLEMENTAL SICK LEAVE AND VACATION

1. An employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.
2. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
3. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

E. EXTENDED SICK LEAVE

1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and 80% of the basic salary plus any shift differential which the employee would have received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than 80% of basic salary plus shift differential, shall be supplemented to 80% by extended sick leave payments, provided the employee continues to be medically authorized for Worker's Compensation temporary disability. Total extended sick leave payments shall not exceed 26 weeks for any one injury or illness.
2. An eligible employee who does not have sufficient accrued sick leave to cover the three calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payments to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.

3. An employee who elects not to use all sick leave is not eligible for extended sick leave benefits.

F. EFFECT ON PAY STATUS

1. Supplemental Leave

An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in Section D. above is considered on regular pay status for purposes of application of provisions of this Agreement, except completion of the probationary period. Sick leave and vacation accrued during this period may be used as soon as they accrue.

2. Extended Sick Leave

An employee who is receiving temporary disability payments and extended sick leave benefits as described in Section E. above is considered to be on regular pay status for purposes of application of provisions of this Agreement, except completion of the probationary period.

Sick leave and vacation accrued during this period is credited to the employee only upon return to work. However, if an employee separates without returning to work, the employee shall be paid for vacation accrued during the period the employee received extended sick leave payment.

3. Leave Without Pay

An employee on leave without pay and receiving temporary disability payments accrues sick leave and vacation on the same basis as if regularly employed, but such accrual is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such vacation credit.

G. SEPARATION

An employee shall not use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay. Any vacation credit remaining on the date of separation shall be paid on a lump-sum basis.

H. LIGHT DUTY

Subject to operational considerations and budgetary constraints, the University may, on a case-by-case basis, place an employee in a temporary assignment consistent with documented medical restrictions when the employee has experienced work related injuries. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.

ARTICLE 48
WORK RULES

A. GENERAL PROVISIONS

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

B. BACKGROUND CHECKS

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

1. No incumbent employee shall be required to disclose nor shall any University Background check investigate an arrest, detention or report of abuse that did not result in a conviction as part of a background check unless such information is permitted or required by law.

2. Appointment to a critical position is contingent upon the University's determination that a background check is complete and sufficient.

3. With the exception of employees who have contact with children under 18 or dependent adults or have direct responsibility for care, safety or security of patients in medical facilities, no background check shall be conducted on information pre-dating the report by more than seven years.

4. An incumbent in a position shall not be subject to a background check unless:

a. The University changes the duties of the position such that the position is designated critical or

b. Applicable laws or regulations require a background check.

5. Background checks are limited to:

a. Criminal conviction records, in any,

b. Credit checks for positions that require POST certification, bonding or equivalent for self-insurance purposes, or where required by law or external regulations. Absence of a credit history shall not be taken into consideration as evidence of an unsatisfactory credit check.

c. Motor vehicle checks for positions that require, in the employee's job description, operation of a vehicle(s), and

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

C. CONFIDENTIALITY AND ACCESS TO BACKGROUND CHECK INFORMATION

1. Information obtained as a result of any background check shall be kept in a separate file from the employee's personnel file. Such files, both paper and electronic, shall be maintained in a confidential manner by the Campus Police Department and/or the Human Resources Department. Once the position has been filled the University agrees to destroy all such background records within one year except the record relied upon to deny appointment to the position; the record relied upon to deny appointment is to be kept for two years or until the conclusion of any related grievance/litigation.

2. With regard to promotions and transfers, if any employee is selected as a final candidate for a critical position, and the University determines that the background check information prevents the employee's selection, the employee may request and receive a copy of his/her background check results and a copy of this section of the contract. The campus/hospital/Laboratory8 shall provide the employee prior to making the final decision, a free copy of the report relied upon for the initial non-selection and a written description of the employee rights to challenge the veracity of the report. The employee shall have 10 days to respond in writing before the final University decision is made and the employee's response is to be attached to the confidential file.

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

1. Posting of an open critical position shall identify that a background check is required to successfully complete the application process.

2. A separate disclosure form with a summary of the employee rights shall be issued to the employee at the time he or she is asked to sign the disclosure form. The form shall contain the purpose for requesting the information, the

consequences, if any, of not providing the information, and the employee's right of access to the records.

E. RECLASSIFICATION OF EMPLOYEES TO CRITICAL POSITIONS

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

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

G. NOTICE

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

H. APPLICATION AND GRIEVABILITY

1. The University will reasonably enforce its work rules as to employees who are on pay status.

2. In the event the University's enforcement/application of its work rules is inconsistent with any portion of this Article, a grievance may be filed in accordance with the provisions of Article 7, Grievance Procedure, and appealed to Arbitration in accordance with the provisions of Article 3, - Arbitration Procedure of this Agreement.

3. In the event the application of a work rule is appealed to arbitration, the Arbitrator shall have no authority to newly fashion or to modify the work rule. Nothing shall limit the arbitrator's authority to consider or comment on any issue relevant to the case when rendering decision and related remedy.

APPENDIX F

LIST OF ARBITRATORS

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APPENDIX F – cont.

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APPENDIX G
CX PARKING RATES
UC BERKELEY

Permit Name (A, C, etc.)	**Permit Description**	**2004-05 Monthly Rates ***	**2005-06 Monthly Rates ****
CCA	Central Campus Annual	$110/mo	$115
CCD (one time $20 fee)	Central Campus Daily	$11 (each time one parks)	$11
DPA	Disabled Annual	$42/mo	$45
FSA	Faculty/Staff Annual	$78.50/mo	$82
FSD (one time $20 fee)	Faculty/Staff Daily	$7 (each time one parks)	$7
HL	Hill Annual	$56.50 /mo	$60
MCA	Motorcycle Annual	$19 /mo	$20
NWA	Night/Weekend Annual	$37/mo	$39
NW(E)	Night/Weekend Early	$43/mo	$46
Night/Weekend Hang Tag	Night/Weekend Daily	$20 hang tag + $6 (each time one parks)	$20 hang tag + $6 (each time one parks)
Carpool	Central Campus 2 person	$28.50/mo	$30
Carpool	Faculty Staff Lot 2 person	$20/mo	$22
Carpool	Faculty Staff Lot 3 person	$5/mo	$6
Declinating Card	Parking Value Card for daily parking	$66 purchase price ($6 each time one parks)	No longer selling; current cards can be recharged for various $ amounts upon request.
Declinating Card – payroll deducted	Parking Value Card for daily parking	$66 purchase price ($6 each time one parks)	No longer selling; current cards can be recharged for various $ amounts upon request.
F/S – Daily Passbook	16 coupons	$96 ($6 each time one parks)	No longer sold; replaced by daily scratch off hang tag .
Night/Weekend	10 coupons	$50 ($5 each time one parks)	No longer sold; replaced by daily scratch off hang tag .

Occasional Need 8 coupons $48 ($6 each time one parks) No longer sold; replaced by daily scratch
off hang tag .

* The above rates do not include the non-refundable Annual Transportation fee ($3.00/month). The Annual Transportation fee is required of all permit-holders except: Night/Weekend, Permanently Disabled and Storage Lot.

APPENDIX H

LBNL Exceptions

The existing LBNL exceptions in the current UC/CUE contract in the following articles shall
remain in effect: Holidays, Layoff/Reduction in Time, Parking, and Shift Differential.
For the articles: Moving Expenses, Training & Development, and Travel Expenses the following
language will be added to the LBNL exception language in the contract: *In the event that LBNL*
proposes any changes in the following policies which will affect CX employees, the Lab will give
CUE 45 days notice prior to implementation. If CUE requests, CUE and the Lab shall meet and
confer over the proposed changes.

APPENDIX I

Telecommuting

LBNL's Telecommuting policy (RPM Chapter_____) will apply to CX employees.
CX employees are eligible to request telecommuting. Approval will be made on the same basis as requests from employees currently eligible to participate in LBNL's Telecommuting program. CUE will meet with management to jointly develop a waiver form regarding overtime for CX employees who participate in this program.