

MEMORANDUM OF UNDERSTANDING BETWEEN
AFSCME Local 3299, College Service Unit & UC Hastings College of the Law
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Introductory Section

Article 1 Preamble

This Collective Bargaining Agreement is jointly and voluntarily entered into between the University of California, Hastings College of the Law and the American Federation of State County and Municipal Employees, Local 3299. Together, we commit to establishing and maintaining UC Hastings as a world class public institution providing students with an excellent legal education and quality services. The parties hereby agree to achieve a respectful, cooperative, collaborative, and equal partnership between the University-College and the Union through dialogue, discussion and fostering an environment of inclusion. Employees are valued contributors to the University-College and are encouraged to offer their perspectives free from intimidation. Participation shall be encouraged by striving to formulate a transparent, credible decision making process. The parties also agree to an equitable, fair and just resolution of disputes should they arise.

Article 2 Agreement

This Collective Bargaining Agreement (“Agreement”) constitutes the entire agreement between AFSCME Local 3299 (“the Union”) and the University of California, Hastings College of the Law (“UC Hastings,” “the College,” or “the employer”). Any changes to this Agreement shall be made in written form and signed by the authorized representatives of the Union and UC Hastings. This section shall not be construed as a waiver by either party of its right to bargain for or on behalf of covered employees or UC Hastings, respectively.

Article 3 Recognition

1. Certified Bargaining Unit

AFSCME 3299 is recognized as the certified exclusive bargaining representative for the bargaining unit outlined in PERB Case No. SF-RR-932-H, excluding faculty, managers, supervisors, confidential employees, attorneys, Librarians and Public Safety Officers. ~~this~~ The unit shall hereafter be called the College Services Unit.

2. New and Altered Classifications

In the event the employer-College seeks to alter an existing ~~non faculty bargaining unit~~ classification ~~or create a new non faculty classification~~, UC Hastings will inform AFSCME 3299 in writing forty-five (45~~30~~) calendar days in advance of its intention and the reasons for modifications.

Within fifteen (15) working days the Union may request to ~~negotiate over~~ meet and confer regarding the altered or new position.

In the event the two parties are unable to reach an agreement, the matter will be referred to PERB for resolution using the defined unit and HEERA’s statutory position eligibility exclusions as the criteria for inclusion and/or exclusion in the certified unit.

3. ~~Work Preservation~~

~~Work currently performed by bargaining unit employees and any new work appropriate to the bargaining unit will be performed by bargaining unit employees. In the event there is no~~

~~qualified bargaining unit employee available to perform said work, a qualified non-represented employee may perform said work on a short term, temporary basis not to exceed thirty (30) days. In the event the work assignment modification occurs for more than ten (10) days, the employer shall notify the designated union representative for correspondence. This subsection shall not be construed as justification for a reduction of bargaining unit positions or workload.~~

Note: The parties agree to include, via hyperlink or text, a list of currently recognized job titles in this subsection.

Article 4 Severability

In the event that any provision of this Agreement is declared invalid or void by the 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 throughout the term of this Agreement. In the event that any provision of this Agreement is declared invalid or unenforceable the parties will meet and confer promptly to seek agreement on a mutually satisfactory replacement for the invalidated or unenforceable provision. In the event the parties are unable to reach an agreement, the parties will conform with HEERA mandated impasse procedures.

Article 5 Duration

The terms and conditions of this Agreement, pending AFSCME 3299 membership ratification and approval by the UC Hastings Board of Directors, shall be in effect [for a term of five \(5\) years](#) from ~~February 2, 2012~~ [July 1, 2013](#) through June 30, 2018~~3~~, unless the College and AFSCME mutually agree in writing to extend any or all of the terms and conditions of this Agreement.

Article 6 Union Rights

1. Union Activity

No employee will be disciplined for Union activity, or for actions taken as a result of their duties as a designated representative of AFSCME 3299. [Union activity shall not be performed when the employee is expected to be performing the duties of their UC Hastings paid position.](#)

2. Designated Union Representatives

Within thirty (30) calendar days of contract ratification by both parties, AFSCME 3299 shall submit a list of Designated Union Representatives to the Executive Director of Human Resources and the General Counsel. Designated Union Representatives may be staff or members of AFSCME 3299. One shall be named on this list as the designee for all correspondence related to the administration of this agreement. AFSCME 3299 shall notify UC Hastings of any changes to the official list of Designated Union Representatives.

3. Union Access

Designated Union Representatives shall be given access to all areas where employees work as well as UC Hastings facilities and resources, including but not limited to, interoffice mail, email, and room space for Union activities and meetings at no cost to the Union or the employees. Access rights to UC Hastings facilities and resources may not disrupt College operations.

4. Bulletin Boards

The University shall provide bulletin boards in all Staff Lounges and the following locations for the purpose of posting Union information, including but not limited to:

200 Building, Law Café
198 Building, 1st Floor Hyde St. Lobby
Tower, 4th Floor Copy Room

Additional bulletin board space will be provided upon request should work locations be reorganized, expanded or new work locations be acquired.

Union information may also be posted on other University bulletin boards in accordance with the current policies of UC Hastings.

5. Employee Orientation

New employees will receive Union orientation materials in their new hire packet provided by AFSCME 3299. Within thirty (30) days of an employee's first day of employment, a Designated Union Representative may meet with the employee on regular paid time for 30 minutes. The time shall not be unreasonably denied.

~~6. Notification~~

~~UC Hastings shall provide thirty (30) calendar days notice, unless otherwise stated in this Agreement, to the Designated Union Representative for correspondence of any reclassification, layoff, furlough, reduction in time, demotion, discipline, or change to employment status.~~

~~7.6. Access to Information~~

~~At least once a month, UC Hastings will provide a list of all bargaining unit employees with the following information: name, job title, job title code, rate of pay, placement on pay scale, hire date, seniority date, department, worksite location, work email, work phone, home phone and home address. The list will indicate the following personnel actions: new hires, promotions, demotions, changes to job duties, reclassifications, layoffs, furloughs, reductions in time, recalls from layoffs, beginning and end dates to furloughs and reductions in time, leaves, return from leave, discharges, disciplines, terminations, and retirees. A list of all open bargaining unit positions shall also be included.~~

~~8.7. Access to Agreement~~

~~UC Hastings and AFSCME 3299 shall ensure that hard copies of this ~~a~~Agreement ~~be are~~ available ~~given~~ to all bargaining unit, supervisory, and managerial employees ~~that request~~ one. Both parties shall review the agreement prior to printing. In addition, this agreement~~

will be available for access to bargaining unit employees on both the AFSCME 3299 and UC Hastings websites within thirty (30) days of the ratification of this Agreement by both parties.

9.8. Payroll Deduction

- A. Upon receipt of written authorization from an employee, UC Hastings shall deduct the amount of membership dues and any other employee authorized assessments or deductions and shall remit the entire amount to AFSCME 3299 at an address indicated by the Union in writing. AFSCME 3299 shall provide thirty (30) days advance notice of any changes to the current dues rate.
- B. As a continued condition of employment, bargaining unit employees not paying membership dues through payroll deduction shall be required to pay a fair share fee. The amount of the fair share fee shall not be greater than the membership dues rate set forth by AFSCME 3299. The entire amount shall be remitted to AFSCME 3299 in the same manner as membership dues.
- C. Employees may cancel their Union membership by indicating in writing to both UC Hastings and AFSCME 3299 annually during the last week of June each year. Upon receipt of written cancellation of membership during this time period, fair share fee deduction shall immediately commence.

10.9. Union Exclusivity

UC Hastings agrees not to meet and confer over wages, hours or other terms and conditions of employment with any other labor and/or employee organization related to bargaining unit employees, ~~or any individual employee.~~

Article 7 Management Rights

- 1. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in UC Hastings. Except as otherwise provided in this Agreement, AFSCME agrees that UC Hastings has the right to make and implement decisions related to areas including, but not limited to, those enumerated below. While UC Hastings and AFSCME may have discussions involving but not limited to these areas, AFSCME agrees that UC Hastings is not obligated to bargain with AFSCME as to such areas during the term of this Agreement.

All matters not within the scope of representation and which are not terms and conditions of employment as defined by HEERA, are reserved to the College and are not subject to the Grievance and Arbitration procedures set forth in Article 38. ~~may not be subject to meeting and conferring, except over the impact of such matters.~~

- 2. Examples of the rights reserved solely to UC Hastings and its agents and officials include, but are not limited to, the right:
 - A. to establish UC Hastings' missions, programs, objectives, activities and priorities, including plans and goals;
 - B. to exercise full and exclusive control of the management of UC Hastings and to supervise and direct all operations;

- C. to plan, direct, manage and control the use of resources and personnel to achieve UC Hastings' missions, programs, objectives, activities, priorities, plans and goals;
 - D. to establish and administer procedures, rules and regulations and determine the methods and means by which UC Hastings operations are to be carried on;
 - E. to introduce new or improved methods, or standard operating procedures, equipment or facilities, or change or eliminate existing methods, equipment or facilities;
 - F. to determine the location of operations;
 - G. to discontinue, relocate or subcontract all or any portion of UC Hastings operations;
 - H. to determine, establish, modify, revise or abolish classes, titles, codes, class specifications and job descriptions and to determine the salary of new and revised classes;
 - I. to determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;
 - J. to determine the calendar dates on which employees shall receive pay owing and due them and to determine the intervals between such dates; to determine the beginning and ending dates for which payroll and accrual calculations are made and to determine formulas for such calculations;
 - K. to establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees;
 - L. to recruit, hire, train, evaluate, promote, transfer, reclassify, demote, furlough, or layoff employees;
 - M. to discipline, discharge or release non-career employees without cause;
 - N. to determine the basis for merit increases, special awards, and payments for meritorious performance and to exercise sole discretion as to the granting, timing, amount, distribution and frequency of such increases whether or not such increases shall accrue to an employee's base salary;
 - O. to establish, modify and enforce standards of performance, workload, conduct and safety for employees; and to determine the process by which employee performance is evaluated;
 - P. to reprimand, suspend, terminate or otherwise discipline or discharge employees; or to release employees;
 - Q. to establish, maintain, modify and enforce safety standards and programs;
 - R. to implement, continue, modify or discontinue any policies, practices, rules or regulations which do not directly conflict with the express written provisions of this Agreement;
 - S. to utilize personnel, methods and means appropriate to the maintenance of an orderly, effective and efficient operation;
 - T. to maintain employee records, including attendance and time worked per shift; and
 - U. to establish, maintain, modify or abolish organizational work units for the purpose of personnel transactions, including but not limited to layoff, transfer, and promotion.
3. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by UC Hastings be construed to mean that any right is waived.

4. An action taken or not taken with respect to a management right shall not be subject to the Grievance and Arbitration procedures set forth in Article 38 ~~employee grievance procedures~~ or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

Employment Section

Article 8 Job Postings, Transfers, and Promotions

1. All open positions are posted online on the UC Hastings employment webpage. The Human Resources Department shall email the link to this page on the first day and the sixteenth day of the month as a reminder of possible internal opportunities.

~~2. All open career positions with the exception of those designated as Supervisor, Manager or Director, which are not subject to recall requirements according to Article 14 Layoff, Reduction in Time & Recall, shall be reserved for internal applicants for ten (10) calendar days. Career positions that are designated as Supervisor, Manager or Director shall be reserved for internal candidates for five (5) calendar days. Current bargaining unit employees are encouraged to apply for these positions. Provided the applicants meet the minimum requirements of the job postings, applicants shall be interviewed. Assuming satisfactory job performance on the most recent performance evaluation, qualified applicants will be hired by seniority within the department. If there are no internal applicants meeting the minimum requirements, then Human Resources may proceed with an external recruitment. Whenever it is determined by UC Hastings that a vacancy in a career position within the bargaining unit is to be filled, the College, at its sole non-grievable discretion, may, on a vacancy-by-vacancy basis, restrict the recruitment to eligible applicants that are current employees of UC Hastings.~~

3. A vacant bargaining unit career position shall be filled in the following order:
A. By recall of an indefinitely laid off non-probationary career employee in accordance with Article 14, Layoffs.....
B. By any other qualified internal applicant, provide s/he is substantially, equally qualified with all applicants, including external applicants, receiving final consideration. This includes consideration of licensure, certifications, experience, seniority, skills and abilities, performance evaluations, job references, and disciplinary issues within the last two years, if any. Among equally non-probationary career applicants for promotion or transfer, seniority will be considered as a tie-breaker.

4. A non-probationary career employee who was interviewed for a promotion within the bargaining unit and was not selected may request, in writing within 30 calendar days of notification, an explanation of the reason for non-selection. The department head or designee shall provide a written response within 30 calendar days of receipt of the employee's written request.

~~2.5. The hiring decision of the department head or designee is non-grievable.~~

~~3.6.~~ UC Hastings shall notify bargaining unit employees of open temporary positions in the bargaining unit ten (10) calendar days prior to filling the position. Notice requirements for temporary positions may only be waived in the case of an emergency or urgent need. In the event that UC Hastings does not fulfill the notice requirement for a temporary position, UC Hastings shall notify AFSCME 3299 of the reason for the creation of the temporary position within seven (7) calendar days.

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4.7. A promotion is any advancement into a higher classification where the new position has a higher maximum pay rate, or the new position requires a higher level of skills and/or responsibilities. The minimum pay increase for a promotion shall be 10% or the new range minimum, whichever is greater. Employees shall be placed on the wage scale in accordance with any and all provisions set forth in Article 20 Wages.

Article 9 Probationary Period

1. All bargaining unit employees of UC Hastings shall serve a probationary period of six (6) months. Probationary employees shall be covered under this agreement, except that they shall have no right to grieve their release from employment, provided UC Hastings complied with Article 34 Performance Evaluations and Article 36 Non-Discrimination/Non-Harassment. The provisions of Article 35, Discipline, do not apply during the probationary period.
2. ~~A new probationary period shall not apply.~~ In the event an employee is promoted or transferred into a new position, h/she will serve a three (3) month probationary period.
3. Any full week of authorized leave that an employee takes during the probationary period may extend the length of the probationary period for a week at the discretion of management. In the event that a probationary period is extended, UC Hastings shall notify the employee in writing at least one (1) week prior to the original probationary period end date.

Article 10 Position Appointments

1. Position appointments within the College Services Unit shall be classified under the following categories: temporary or career; full-time or part-time; non-exempt or exempt.
2. Temporary positions fall within one of three categories:
 - A. Limited – Up to one thousand forty (1040) hours in a rolling twelve (12) month period to fill a short term need established to work 50% time or more, funded by state funds or revenue generated by the department, may be extended up to an additional one thousand forty (1040) hours provided UC Hastings properly notifies AFSCME 3299 of the decision to extend prior to the expiration of the temporary assignment; the notice to extend shall contain an anticipated end date and a reason for the extension.
 - B. Intermittent – Up to one thousand forty (1040) hours in a rolling twelve (12) month period; created to act on an intermittent, short hour or on-call basis; established at less than 50% time; funded by state funds or revenue generated by the College. May be extended up to an additional one thousand forty (1040) hours provided UC Hastings properly notifies AFSCME 3299 of the decision to extend prior to the expiration of the temporary assignment; the notice to extend shall contain an anticipated end date

and reason for the extension. Temporary employees in the position of Proctor are excluded from the bargaining unit.

C. Contract – ~~Positions funded through grant~~Positions which are created due to long-term, temporary projects;s -which are created with anticipated end dates; may be full or part-time; ~~funded by non-state resources;~~ appointments made on a twelve (12) month, renewable basis; (salary adjustments are subject to ~~non-state~~ funding availability); eligibility for health and welfare and retirement benefits is the same as for career positions. If the funding source of such a position does not cover wage increases, UC Hastings shall meet and confer with AFSCME 3299 over the impact of funding availability.

3. Employees occupying Limited and Intermittent positions shall automatically convert to career status after one thousand forty (1040) working hours in a twelve (12) month rolling ~~period~~period and shall be posted to internal applicants only, with the employee occupying the position having preference. Contract ~~positions~~ employees do not convert to career status unless UC Hastings determines the long-term project work has become part of the regular duties of a department, an additional FTE position has been added to the department to absorb these duties and the Contract employee has reached or surpassed 1040 working hours in a 12 month rolling period. the position becomes state funded.

4. Time spent in a temporary position shall count towards the employee's probationary period upon conversion to career status.

~~5. The elimination of temporary positions shall not be used to avoid the conversion of temporary positions or employees to career status.~~

~~6.5.~~ Temporary employees shall be informed of their position appointment and anticipated length of employment on or prior to their date of hire.

~~7.6.~~ Contract employees shall accrue sick and vacation leave benefits at the same rate as career positions and receive holiday pay during their appointment. Limited employees become eligible for paid sick leave one-hundred-eighty (180) days after their first day of employment and shall receive one (1) hour of sick leave every thirty (30) hours worked. Intermittent employees do not accrue sick and vacation leave benefits.

~~8.7.~~ Career status is the default position classification for the College. It is defined as an appointment established at a fixed or variable percentage of time at 50% or more of full-time, which is expected to continue for one (1) year or longer. These positions are eligible for all health and welfare, retirement and leave accrual benefits provided by the College at the time of appointment.

~~9.8.~~ A partial-year career appointment is established to accommodate foreseeable seasonal fluctuations in staffing, budgetary, operational, or other needs. A partial-year career appointment contains regularly scheduled periods, not to exceed three (3) months per calendar year, during which the incumbent remains an employee but is not at work.

Employees holding partial-year career appointments are paid only for the months in which they actually work. However, they may choose to receive paychecks during working months only or alternatively, to spread paychecks over twelve (12) months. These positions are eligible for all health and welfare, retirement and leave accrual benefits provided by the College at the time of appointment.

- | ~~10.9.~~ Full-time positions are appointed at forty (40) hours per week and accrue sick and vacation according to Article 29 Leave. Part-time positions appointed at a minimum of 50% time shall accrue prorated leave, in accordance with Article 29 Leave.
- | ~~11.10.~~ Exempt positions do not receive overtime wages according to the Fair Labor Standards Act.
- | ~~12.11.~~ Non-exempt positions are covered by the Fair Labor Standards Act and are eligible to receive overtime compensation. An employee may be paid their overtime wages or receive compensatory time at his/her discretion.

Article 11 Reclassifications

1. An employee, a supervisor, or a department head may request a classification review by Human Resources not more than once a year, unless new duties and responsibilities have been added to an employee's job duties. No employee shall suffer a loss in compensation due to a non-disciplinary or involuntary increase or reduction in position responsibilities. For example, UC Hastings may reduce pay if an employee requests a downward reclassification or if an employee receives a disciplinary demotion. However, an employee's compensation shall not be reduced in the event that UC Hastings decides that operational considerations require a reduction in an employee's responsibilities.
2. Requests for classification review shall include a brief justification memo concerning why the position should be reclassified, the old job description, a revised job description, and a completed reclassification request form. A bargaining unit employee must submit their request to their supervisor, Human Resources and to the Division Head of the department. Human Resources may request additional information in order to make a final determination.
3. Within thirty (30) days of receipt of the request for classification review, UC Hastings shall issue a written decision. The reason(s) for denying a reclassification will be included if the reclassification request is denied.
4. The factors to be considered as part of a reclassification review are:
 - Nature or type of work performed
 - Level of responsibility
 - Impact of position on the unit, department, or campus
 - Reporting relationships
 - Scope of duties

- Complexity of work
 - Creativity/Innovation
 - Level of required supervision
 - Supervision exercised
 - Knowledge and skills required to perform the duties
5. The following factors cannot be considered in classifying a position:
 - Performance of the incumbent
 - Longevity of the incumbent in position
 - Qualifications of the incumbent that are not required by the position
 - Personality
 - Financial need
 6. Within thirty (30) days of receipt of the decision to deny a reclassification, an employee may appeal this decision to a reclassification panel. UC Hastings and the Union shall create a reclassification panel composed of one member selected by UC Hastings, one member selected by the Union, and one neutral member jointly agreed to by both parties. The panel shall meet regularly, based on requests for classification review.
 7. The panel shall meet and discuss the previous and amended job duties of the employee. If necessary, the panel may request more information from the employee, the department, or Human Resources. The panel shall use the above criteria in assessing and making reclassification recommendations.
 8. At the end of the first review, the panel shall either make a reclassification recommendation, or request new information they believe is vital to the review. The additional information shall be provided within thirty (30) days of the request and the panel shall meet within ten (10) days of receiving the information.
 9. Within sixty (60) days of receipt of the appeal, a decision shall be issued by a majority of the panel stating the reasons. Changes in compensation will be determined by Human Resources, subject to the provisions of this Agreement. If approved, the new classification and pay shall be granted retroactive to the date the classification review was submitted.

Article 12 Temporary Out of Classification Assignments

1. If an employee is temporarily assigned by the College to perform more than 50% of the job duties within a higher classification for more than fifteen (15) consecutive working days, or fifteen (15) days within a rolling three (3) month period, s/he shall receive a temporary administrative stipend of 7% or the minimum of the range of the higher classification, whichever is greater, for all hours worked in the higher classification.

2. In the event an employee is temporarily assigned to a lower classification, s/he shall suffer no loss in pay. Employees in temporary assignments shall continue to accrue seniority in accordance with Article 15 Seniority.
3. The adjusted salary shall become effective on the sixteenth (16) consecutive working day, or sixteenth (16) day within a rolling three (3) month period, retroactive to the first day of the assignment. In the event that it is predetermined that the assignment will last more than fifteen (15) consecutive working days or fifteen (15) days within a rolling three (3) month period, UC Hastings shall pay the temporary administrative stipend detailed above on the first day of work in the temporary assignment. UC Hastings shall determine the duration and end date of such assignment. The temporary assignment and resulting temporary administrative stipend shall not result in the permanent reclassification of the employee.

Article 13 Resignations

1. An employee's voluntary termination of service is a resignation. Once provided to the employee's supervisor, oral and written resignations shall be forwarded to the Human Resources Department immediately, and shall indicate the effective date of termination. Oral resignations shall be immediately confirmed by the Executive Director of Human Resources or designees in writing to the employee and shall indicate the effective date of termination.
2. **Resignation in Good Standing**
A resignation giving the Executive Director of Human Resources or designees written notice at least two (2) weeks in advance of the last date of service (unless the Executive Director of Human Resources or designees consents to the employee's terminating on shorter notice) is a resignation in good standing.
3. **Constructive Resignation**
A constructive resignation occurs and is effective when
 - A. An employee has been absent from duty for five (5) consecutive working days without contacting their supervisor or Human Resources, or having a family member, housemate, or domestic partner contact their supervisor or Human Resources; and
 - B. Five (5) more consecutive working days have elapsed without response from the employee after the mailing of a notice of resignation with proof of service by the Executive Director of Human Resources or designees to the employee at the employee's last known address.
4. **Effective Resignation**
A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.
5. **Revocation**

A resignation that is effective is revocable only by written concurrence of the employee and the Executive Director of Human Resources or designees except that the rescission of an oral resignation will also be an effective rescission, provided

- A. it is given in writing by the beginning of the workday following the date of the oral resignation, and
- B. the employee was not absent from work without leave during the interim period of time between the issuance of the oral resignation and written recession of the oral resignation.

Article 14 Layoff, Reduction in Time and Recall

1. The College, at its sole non-grievable discretion, shall determine when temporary or indefinite layoffs or reductions in time shall occur.
2. Definitions
 - A. A layoff is an involuntary separation of a non-probationary career employee from employment.
 - B. A temporary layoff is a layoff in which the college specifies a return to work date. An indefinite layoff is a layoff where no return to work date is given.
 - C. For the purposes of this section, seniority shall be counted on a College wide basis as defined in Article 15 Seniority and shall include all time employed within the College including temporary status on the College payroll, provided a break in service has not exceeded one (1) year.
3. Selection for Layoff
 - A. If, in the judgment of the College, 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 Section.
 - B. The selection of classifications for layoff shall be at the sole non-grievable discretion of the College.
 - C. The College shall review and, at its sole non-grievable discretion, minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited appointment positions within the department.
 - D. With regard to indefinite layoff only, the order of indefinite layoff of employees in the same classification shall be in inverse order of College seniority. However, the College may retain, at its discretion, employees irrespective of seniority where the position(s) occupied by the less senior employee(s) requires qualifying skills, knowledge, or abilities which are not possessed to the same degree by other employees in the same classification and which are necessary to perform the ongoing functions of the department. To the extent permitted by law, the College may also consider workforce diversity when making layoff decisions and implementing layoff

actions. The decision to make such exceptions shall not be subject to ~~the Article 38 Grievance Arbitration-Grievance and Arbitration procedures set forth in Article 38. Procedure of~~ this Agreement, unless the inverse seniority or qualifying skills provision of this Section are alleged to have been misapplied.

- E. Once a classification has been identified for indefinite layoff, the College shall notify the effected employee and the Union, in accordance with Section 4 Notice. The College shall also provide a list of all open positions within the College and the seniority list of the employee's classification to the employee and the Union.
- F. Within five (5) working days of notification of all open positions, the employee shall notify the College of his/her desire to move into an open position.
 - i. If the open position is within the employee's same classification, the reassignment shall be automatic.
 - ii. If the open position is outside of the employee's same classification the reassignment shall be in accordance with Article 8 Job Postings, Transfers and Promotions.

Employee reassignment, transfer or promotion shall not result in a loss of pay, benefits or College seniority except in accordance with Section 3.G.i. The employee shall not serve a probationary period.

- G. If the employee declines to take an open position, or if there is no open position available, he/she may:

- i. Displace the least senior employee within the classification provided the employee meets the minimum qualifications for the position ~~or classification~~ as described in the most recent job description. The employee shall notify the College of his/her decision within ten (10) working days of notice of open positions per Section 3.E.

The College shall immediately notify the least senior employee in the classification and the Union of the intent to indefinitely layoff in accordance with Section 4 Notice.

The more senior employee shall start the new position immediately following the last day of employment of the displaced least senior employee in that classification. Movement to a new position shall not result in a loss of pay, benefits or College seniority unless the new position is at a lower appointment base (FTE) than the employee's original position. The employee will be paid at the current rate of pay at the new appointment base (FTE).

- ii. Receive the layoff in accordance with this section, acknowledging that such receipt shall forfeit their right to any additional open positions at the College prior to their layoff date.

4. Notice

- A. When the College determines that a layoff is imminent, it shall give AFSCME such advance notice as is reasonable under the circumstances. The notice shall describe the general areas which may be affected.
- B. When the College selects particular members 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. Advance notice will be provided as follows:
 - i. For temporary layoff, the College shall give fifteen (15) calendar days notice of the expected beginning and ending dates of the layoff.
 - ii. For indefinite layoff, the College shall give thirty (30) calendar days notice, if feasible. If less than thirty (30) calendar days notice is given, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status to a maximum of thirty (30) calendar days. Upon receipt of written notice of layoff, an employee may schedule an appointment with the designated College representative who will inform the employee regarding benefit continuation and procedures for recall and preferential rehire.
 - iii. In the event of an indefinite or temporary layoff of any number of employees the College will provide concurrent notice to AFSCME. When such notice is provided, the College will, upon receipt of a written request from AFSCME, meet and confer with AFSCME over the impacts of the layoff.
 - iv. For conversion from temporary layoff to indefinite layoff, the College shall give the employee and AFSCME a minimum of thirty (30) calendar days notice.

5. Recall

- A. A non-probationary career employee who is indefinitely laid off shall be recalled in order of seniority to an active, vacant career position, provided:
 - i. the active, vacant career position is part of the College Service Unit; and
 - ii. the active, vacant career position is in the same classification as the position from which the employee was laid off; or
 - iii. the active, vacant career position is in a lower classification from which the employee was laid off.
- B. In order to be recalled to such an active, vacant career position, the employee must, as determined at the sole, non-grievable discretion of the College, be qualified to perform the duties of the active, vacant career position.

- C. Employees who are eligible for recall shall retain recall eligibility for three (3) years from the effective date of layoff. An employee may exercise his/her rights to recall immediately after the employee receives written notification of layoff.
- D. Employees recalled from layoff status to a new position who fail to perform satisfactorily may, at any time during the six (6) months following such return, be returned to layoff status with restoration of full recall rights. Previous time on layoff status prior to recall shall be deducted from an employee's period of eligibility.
- E. Recall Termination: The right to recall terminates at the end of the period of eligibility described in Section E.3. above, or if an employee:
 - i. fails or refuses within ten (10) calendar days to respond affirmatively to College inquiries concerning the employee's desire to return to work. The ten (10) calendar day response period shall begin immediately upon personal notice or from the date written notice is served (as indicated in the Proof of Service), whichever is sooner; or
 - ii. refuses a recall to his/her previous position; or
 - iii. refuses two (2) offers of reemployment in career positions at the same or greater percentage of time and at the same or higher salary level; or
 - iv. accepts a career position at the same or higher salary level within the College; or
 - v. accepts recall in any previously-held career position at a lower salary level.

6. Severance

- A. A career employee who has received a notice of indefinite layoff may elect in writing, severance pay in lieu of recall rights within fifteen (15) working days of receipt of the notice of open positions in accordance with Section 3.E. Election is irrevocable. The College shall, offer severance in lieu of recall rights to all employees in the department who receive notice of indefinite layoff. Severance pay shall be in accordance with the following:
 - i. Payment: An employee who elects severance pay in lieu of recall rights shall be paid a lump sum as follows:
 - a. Employees with less than five (5) years of College service shall receive two (2) weeks severance pay.
 - b. Employees with five (5) or more years of College service shall receive five (5) weeks severance pay, plus one (1) week for each additional year of service, up to a maximum of sixteen (16) weeks.
 - c. Employees who are laid off following a reduction in time that occurred within sixty (60) calendar days of the layoff 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.
 - e. Failure to make an election as provided in Section 6.A will result in the employee receiving recall rights and extinguish the right to severance pay.
- ii. Repayment: An employee who has received severance pay under this provision and who returns to work in a career position with the College at the same or higher salary and same percentage of time as the position held at the time of layoff shall repay to the College the portion of severance pay received that exceeds the time the employee was laid off. Before returning to work, the employee must make repayment in full or sign a repayment agreement.

7. Continuity of Service Upon Reemployment

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. However, seniority and benefits accrue only when an employee is on pay status.

Article 15 Seniority

1. For the purpose of this agreement, seniority shall be categorized as College seniority and department seniority.
2. College seniority is defined as an employee's cumulative length of employment in all categories of position appointments at UC Hastings.
3. Department seniority is defined as the total length of employment within a given department at UC Hastings.
4. Department seniority shall apply to vacation and compensatory time leave requests, promotions, and transfers.
5. An employee will lose all accumulated seniority if a break in service exceeds one (1) year.
6. Any approved leave of absence shall not result in a loss of seniority.

Article 16 Staffing Levels and Workload

- ~~1. The Union and UC Hastings agree that workload levels should be assigned with the intention that employees will be able to complete their work within their assigned work schedule.~~

~~2-1.~~ Should an individual or a department have concerns about workload or staffing levels, the Union, the department head and the Executive Director of Human Resources shall meet within ten (10) days of a request to work on a resolution of the issue(s).

~~3-2.~~ The Union reserves the right to meet and confer on the impacts of staffing and workload decisions.

Article 17 Training and Development

1. UC Hastings and AFSCME 3299 believe education is a key tool to fulfill one's career goals. The parties establish the following to promote the educational development of unit employees:
 - A. UC Hastings will notify employees of appropriate opportunities for professional development being sponsored by or held on campus. Each year, at the time of the performance evaluation, department supervisors shall notify bargaining unit employees of their right to request training and development.
 - i. Professional Training, Workshops, Conferences and Seminars: In coordination with and upon the approval of the department supervisor, a bargaining unit employee may determine the most appropriate professional development opportunities to enhance existing skills, learn new ones as applicable to job duties performed for positions at UC Hastings, and to maintain certifications as required by law or as a condition of employment. Development opportunities in this category are paid by UC Hastings and would be considered paid work time for the employee. Approval to attend these conferences and seminars will be made on a case-by-case basis. Professional Training, Workshops, Conferences and Seminars will be made available to employees in an equal fashion. Requests for such training shall be determined on a case-by-case basis, but shall not be unreasonably denied. If such training is approved, UC Hastings shall cover the costs of travel, registration, and materials. UC Hastings shall also provide appropriate release time to attend training.
 - ii. Tuition Reimbursement: UC Hastings will reimburse regular employees who desire to further their education for the purpose of enhancing job performance and to provide opportunities of continued education for those employees desiring career advancement up to \$2000 per fiscal year based on funding availability. Interested employees must receive approval prior to class registration based on the following procedure:
 - a. Approval from the supervisor and department head shall be given for courses related to the scope of the employee's employment field and job responsibilities.

- b. A course description including cost of the course along with supervisory approval must be submitted to Human Resources by the end of May for inclusion in the training budget for the following fiscal year starting July 1.
- c. Should some or all of the requested budget not be approved, all employees that requested tuition reimbursement will be contacted so that they may adjust their plans prior to registering for the class.
- d. Class and study time must be outside of the employee's regular working hours. Requests for Flexible Work Schedule for the purpose of class and study time shall not be unreasonably denied.
- e. UC Hastings shall advance the cost of tuition, fees, and materials for an approved course, upon request from an employee. An employee shall be required to pay back tuition, fees, and materials that were paid by UC Hastings if the employee does not submit proof of course completion and at least a C grade or its equivalent within forty five (45) days of the end of the course.

B. Part-time employees shall receive these benefits prorated based on the average hours worked in the preceding twelve (12) months.

Article 18 Employment Records

1. **Official Employment File**

The official employment file is the file maintained by the Human Resources Department and will be kept confidential. Documentation of prior disciplinary action must be entered into the official employment file and a copy given to the affected employee in order to be used as the basis for further disciplinary action. Employee shall be copied on additions to their official employment file. Materials designated for the file shall be filed within thirty (30) days.

2. **Right to Access Official Employment File**

Employees shall be allowed to view their employment file by visiting the Human Resources Department. An employee may designate in writing a representative of their choosing to view the file. If, due to operational needs, viewing the file is not possible, then the employee and Human Resources shall set a mutually agreed upon time. Employees or their designees shall receive a scan or photocopy of their official file at their request at no charge within three (3) business days of the request, provided the employee or designee receives the scan or photocopy at least twenty four (24) hours prior to a Skelly Hearing, grievance meeting, or any other meeting that could lead to disciplinary action. The employment file shall not be altered in any way in the period of time between the request and the employee's or designee's receipt of the file.

3. **Employee Response**

In the interest of promoting dialogue and effective constructive disciplinary action, an employee may submit a written response to disciplinary actions, performance appraisals, and other matters in her/his file, that shall be included in the official employment file.

Article 19 Subcontracting

1. Except as provided below, UC Hastings will not contract out work performed by 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 UC Hastings.
 - C. Financial necessity.
3. When UC Hastings has determined to contract for services it will provide AFSCME with a copy of any RFP within thirty (30) days after it is issued. Such notice shall demonstrate the appropriateness for the contract, in accordance with Section 2 above.
4. If AFSCME requests to meet with UC Hastings about the proposed contract for services, such a meeting will occur within seven (7) days following UC Hastings' receipt of the request. The meeting will not delay the commencement of the contract.
5. UC Hastings will notify AFSCME of its final decision to subcontract out work within thirty (30) days of start of contract.

Compensation Section

Article 20 Wages

- ~~1. Effective December 1, 2011 all members of AFSCME Local 3299 College Service Unit will receive a 2.5% General Salary Adjustment (GSA). This adjustment will be reflected in paychecks distributed March 1, 2012. Retroactive wages will be paid to all members by April 1, 2012.~~
 - ~~2. Effective July 1, 2012 all members of AFSCME Local 3299, College Service Unit will receive a 2.5% General Salary Adjustment (GSA). This adjustment will be reflected in the August 1, 2012 paychecks.~~
 - ~~3. The existing pay bands for all bargaining unit positions will be adjusted to reflect both GSA increases.~~
 - ~~4. Each member of the bargaining unit, employed at the time of ratification of the agreement, shall receive an \$800 one time lump sum payment. This payment is taxable income and will be paid on April 1, 2012, in a manner that provides for the lowest possible tax deduction.~~
- ~~5.1~~ For the purposes of internal equity, employees with greater College wide seniority shall not earn less than employees with less College wide seniority, within the same classification.

Article 21 Hours of Work

1. Standard Workweek

A workweek is a period of time consisting of seven (7) consecutive days. The standard workweek is from midnight Sunday to 11:59PM the following Saturday. The Dean or his/her designated representative may approve alternative workweeks of any other seven (7) consecutive days. The full-time workweek shall be forty (40) hours per seven (7) day workweek, with all non-exempt, bargaining unit employees receiving two (2) consecutive days off within the workweek. Exceptions to this may apply as applicable to Section 7 Overtime.

2. Standard Work Schedule

UC Hastings standard operating hours are 8:15AM to 5PM, Monday through Friday. Departments may have varying operating hours as deemed appropriate for the unit's operation. A work schedule is the normal hours of work for an employee within a workweek. The standard work schedule for full-time, non-exempt, bargaining unit employees shall be eight (8) hours per day, five (5) days of the standard workweek during standard operating hours. Exceptions to this may apply as applicable to Section 7 Overtime.

3. Changes of Standard Work Schedule

UC Hastings shall provide fourteen (14) calendar days notice to the affected employees and

the Union of changes to the standard work schedule of a duration of more than one (1) workweek and less than thirty (30) days. Changes to the standard work schedule of a duration of over thirty (30) days or permanent scheduling changes require forty-five (45) calendar days notice to the affected employees and the Union. The Union may request to meet and confer over such changes within ten (10) days of receiving either notice.

4. Flexible Work Schedules

Bargaining unit employees may make a request to their supervisor to flex their standard workday and/or workweek schedule by submitting a Request for Flexible Schedule form. Such requests shall be granted on a case by case basis dependent upon operational need as determined by the supervisor. Requests for Flexible Scheduling shall not be unreasonably denied. Flexible work schedules shall fall within a designated standard workweek and shall consist of no more hours than normally makes up the employee's standard work schedule. A copy of the executed Request for Flexible Schedule form shall be placed in the employee's employment file. Upon expiration of a flexible work schedule agreement, the employee must submit a new Request for Flexible Schedule for approval by the supervisor. Renewal of this agreement is not guaranteed. Examples of the need for flexible scheduling include, but are not limited to, child care, career advancement and education, and Union activity. UC Hastings shall respond in writing to all requests for flexible scheduling within ten (10) days of receiving the request. In the event of a denial of a request for flexible scheduling, this written response shall include a reason for denial.

5. Meal & Break Periods

A. All employees who work over seven (7) hours in a day shall receive a paid fifteen (15) minute break during the first half of the employee's workday, a forty-five (45) minute unpaid lunch break scheduled approximately during the middle of an employee's workday and a paid fifteen (15) minute break during the second half of an employee's workday. A fifteen (15) minute break may be combined with the forty-five (45) minute lunch at the discretion of the supervisor based on operational need. Requests to combine breaks shall not be unreasonably denied.

B. Non-exempt employees shall have breaks and lunches as follows:

- i. Working 4 hours or more, less than 5 hours – 1 (one) 15 minute paid break
- ii. Working 5 hours or more, less than 6 hours – 1 (one) 20 minute paid break
- iii. Working 6 hours or more, less than 7 hours – 1 (one) 20 minute paid break and 1 (one) 30 minute unpaid lunch

~~C. Non exempt bargaining unit employees are expected to take their breaks and lunches. If the work does not permit an employee to take a break, the employee may notify his/her supervisor and the supervisor shall be responsible for providing a break on the same work day.~~

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6. Ancillary Work Activities

When the nature of an employee's job requires that, before or after the work schedule, the employee must change into or out of uniform, engage in special washing or cleaning procedures, or perform other activities on or at a College facility, the time spent in the

performance of such activities is considered time at work.

7. Overtime

A. Overtime applies to non-exempt employees. Overtime shall be assigned only in emergency situations or where the overtime is determined by the department head or designee to be necessary to meet essential operating needs. When the need for overtime arises, the department head or designee shall notify the appropriate employee that overtime is needed. The supervisor will provide the employee reasonable notice of the need to work overtime. An employee may not work overtime without supervisory approval. In the event there are multiple employees capable of performing the required work as determined by the supervisor, the following procedure shall be followed: voluntary overtime shall be assigned on a rotational basis; employees with greater department seniority shall be first on the voluntary overtime rotation; mandatory overtime shall be assigned on a rotational basis; employees with less department seniority shall be the first on the mandatory overtime rotation.

B. Non-exempt employees shall be paid at a rate of one and one half (1.5) times the regular hourly rate of pay for all hours worked in addition to an eight (8) hour workday or in excess of a forty (40) hour work week. Time may be scheduled so as to avoid payment of overtime. In the event that there is less than twenty four (24) hours notice for overtime, the employee who is mandated to work the overtime shall be compensated at two (2) times his/her hourly rate.

8. Compensatory Time

Employees may choose to receive compensatory time instead of overtime at the same rate of overtime pay. Compensatory time off shall be scheduled in accordance with Article 29 Leave.

9. Exempt Employees

There are times when an exempt employee is expected and needed to work beyond a forty (40) hour work week and to sometimes work on the weekends. The employee and their supervisor or designee may work together to determine opportunities for the employee to take time off to recover from an unusually hectic or stressful work period. This time off does not need to be taken from the employee's vacation accrual. This time may not be accrued to use at a later date. Such time off shall be scheduled in accordance with Article 29 Leave.

Such time off is not guaranteed and supervisory decisions regarding the granting or scheduling of such time off is non-grievable.

10. On-Call Pay

A. The department supervisor or designee determines the need for an employee to be "on-call" and for how long. Employees who are required to be on "on-call" status shall receive compensation for "on-call" status. On-call time shall be compensated at 50% of his/her hourly rate of pay for all hours on-call. In the event the employee is called into work, s/he shall receive three (3) hours of pay or time worked, whichever is greater.

B. If the need for on-call status is determined by the department supervisor, employees shall rotate on-call in order of department seniority, except that an employee may

voluntarily transfer their on-call status for the assigned day to another bargaining unit department employee, provided both notify their supervisor in writing not less than twenty four (24) hours prior to the on-call day.

11. Reporting Pay

Any day ~~an~~ a non-exempt employee reports to work outside of their regular schedule, he/she shall receive three (3) hours of pay or time worked, whichever is greater. An employee shall not report to work outside of their regular schedule without supervisory approval.

12. Pay Periods

UC Hastings reserves the right to alter the pay period for bargaining unit employees. Altering pay periods is non-grievable under the Grievance and Arbitration procedures set forth in Article 38. The College will meet and confer with AFSCME 3299 over the impacts of such a change.

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Article 22 Jury and Witness Duty

1. Jury Duty

Employees are entitled to time off from work for jury duty.

- A. If an employee is called upon for jury duty, the employee shall notify his or her supervisor as soon as possible. The employee must provide his or her supervisor a copy of the juror summons upon receipt.
- B. Employees serving on jury duty shall continue to receive their regular pay, but are required to waive any per diem payment (other than mileage allowances) made to them for their services.
- C. An employee must obtain an attendance certificate from the court to which he/she was called for jury duty and submit such certificates to his her supervisor.
- D. Employees are expected to report for work on those days or parts of days when released from jury duty, or when such duty does not conflict with the employee's work schedule. However, jury duty time and work time shall not exceed eight (8) hours in one day, inclusive of travel time. When the employee is released from jury duty prior to the end of his/her regular work day, the employee will contact his/her supervisor, who will determine the feasibility of the employee returning to his/her regular work site, or the employee may request to use paid leave (e.g. vacation, personal holiday, comp time,) if approved by the supervisor, in lieu of returning to work. The requirement to return to work upon release from jury duty will take into consideration the time of release, and the employee's work location in relation to the jury court site.
- E. Intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.
- F. UC Hastings shall not deny leave for jury duty.

2. Witness Duty

- A. If an employee is called upon to serve as a witness in legal proceedings and time away from work will be required to serve as a witness, the employee shall notify his or her supervisor as soon as possible.

- B. Employees called upon as witnesses or as an expert witness in a case arising in the course of their work, or called upon to appear as witnesses in a criminal case, may remain in their regular pay status and waive all fees and expenses paid to them (other than mileage allowances), or they may elect to take paid leave (e.g. vacation, personal holiday, comp time), or leave without pay and retain all such fees and expenses.
- C. If an employee is served notice that he or she has been named as a party in a case arising in the course of his or her official capacity as a UC Hastings employee, and/or an employee is subpoenaed to appear in a case in his or her official capacity as a UC Hastings employee, he or she must immediately report such service to his or her supervisor who will in turn notify the Executive Director of Human Resources.
- D. Intermittent employees are entitled to paid witness duty only for those days when they were previously scheduled to work.
- E. Employees called to serve as witnesses in private cases or personal matters shall take paid leave (e.g. vacation, personal holiday, comp time), or leave without pay and may retain all fees and expenses paid to them.
- F. UC Hastings shall not deny leave for witness duty.

Article 23 Acts of God & Campus Closures

1. Consistent with its management rights, the College has the sole, non-grievable right to curtail or shut down some or all of its activities, for periods of specific duration. By way of example and not limitation, such curtailment periods may represent:
 - A. opportunities for energy/cost savings;
 - B. adjustments to reduce levels of work activity due to transition periods in the academic calendar;
 - C. "seasonal" or "holiday" influences on scheduled work activities;
 - D. the occurrence at or on College facilities of major public events;
 - E. and/or the occurrence of emergency or "forces of nature" situations adversely affecting normal [University College](#) operations.

When feasible, the College shall provide affected members of the bargaining unit with thirty (30) calendar days advance notice of a closure.

2. Campus Emergency, Holiday or Unplanned Closure Pay

When the Chancellor and Dean or his designee, has ordered the campus closed due to "seasonal" or "holiday" influences on scheduled work activities, the occurrence at or on College facilities of major public events, or the occurrence of an emergency or "forces of nature" as set forth above in Section 1.C through 1.E, employees shall receive their normal rate of pay and leave benefits for a maximum of five (5) working days. Additional time may be authorized at the Chancellor and Dean's discretion. In general, employees on paid leave shall receive their normal rate of pay for the period of authorized paid leave time.

3. Pay Status During Total or Partial Campus Closure

With the exception of Section 2 pay policy above, during a total or partial closure or curtailment of operations as described above, whether or not the College is able to anticipate such event, one or a combination of the following pay status options may apply to affected employees

- A. Employees may elect to use accumulated vacation leave during the closure period. Newly employed unit members will be allowed to use accrued vacation even if the required six (6) continuous months pay status have not been completed. Employees without sufficient accrued vacation time will be allowed to use up to three (3) days vacation leave prior to actual accrual.
- B. Employees may elect to use accrued compensatory time to cover the scheduled time off or to offset the use of vacation time.
- C. Employees who do not use vacation or compensatory time off may elect to take a leave without pay during the closure. 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 continue to accrue vacation and sick leave at his/her normal rate.
- D. Employees who do not select from Section 3.A, B, or C, above or who do not qualify for Section 3.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 Section 3.C above shall also apply to employees who are placed in leave without pay status.

Article 24 Transit

UC Hastings shall ~~continue the current~~ participate in a -Pre-Tax Transit Benefit Program as long as it is available to the College. ~~—~~The benefit amount will be set based on the Federal Limit.

Article 25 Travel Reimbursement

Employees required to travel for UC Hastings shall utilize a UC Hastings issued P-Card for all expenses incurred during travel. If a UC Hastings issued P-Card is unavailable, employees ~~shall~~ may elect to receive an advance of a reasonable amount prior to travel that should cover anticipated costs. All travel must be preapproved by the employee's direct supervisor. UC Hastings will reimburse employees for eligible expenses incurred on approved travel for UC Hastings business above the advanced amount or not paid with the UC Hastings issued P-Card. Reimbursements shall be made in accordance with the UC Hastings Financial Operations Policy and Procedure Manual, except as otherwise stated in this article. Employees must provide receipts for expensed transactions except that UC Hastings shall reimburse up to \$5 per day for reasonable expenses for which no receipt is available.

Health & Welfare Section

Article 26 Healthcare

1. For the duration of this Agreement, the College shall participate in the University of California Group Insurance Plan. Employees shall contribute their share of the premiums as is set by the University of California (UC) during ~~the~~ all applicable annual Open Enrollment periods.
2. ~~AFSCME 3299 and UC Hastings shall meet and confer over the impact of a reduction in benefits. The parties shall conform to HEERA in the meet and confer process.~~Should UC alter its health and welfare programs, the College reserves the right to implement such alterations without negotiations. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting ~~current~~ current coverage, change the carrier for established plans or programs, changing the administrator of such plan, or altering employee and University monthly rates of contribution.
3. ~~Any changes to the benefit design of programs within the University of California Group Insurance Plan that would constitute an increase in benefit for any employee group at the University of California shall be provided to employees at UC Hastings in the same manner they are provided to other staff for the duration of this Agreement. In the event UC makes such alterations, the changes will apply to employees eligible for benefits within the bargaining unit within the unit in the same manner as they apply to other eligible employees at UC Hastings. This provision is non-grievable under the Grievance and Arbitration procedures set forth in Article 38.~~

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Article 27 Pension and Other Post Employment Benefits

1. ~~The College shall continue participation within the University of California Retirement System (UCRS) for the duration of this agreement. Employees shall contribute to the defined benefit plan at the contribution rate that is set by the UCRP and the UC Regents, the plan sponsor, for the duration of this Agreement. The UC maintains several retirement and savings plans for eligible UC Hastings employees. Currently, such plans include the UC Retirement Plan (UCRP), ~~k~~Taxs-Deferred 403(b) Plan, Defined Contribution Plan (DC Plan) and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). EligibleEligible bargaining unit employees may participate in a number of retirement plans generally available to other eligible employees of the College. Should UC alter the existing UCRS plans and establish new retirement and/or savings plans for the UCRS, UC Hastings reserves the right to implement such alterations without negotiations. Such alterations include, but are not limited to altering the eligibility criteria, altering or deleting current benefits, ending the re-direction from the DCP of member contribution to the UCRP, altering employee and College rates of contribution, or~~

changing the carrier or administrator of the UCRP for established plans or programs. In the event UC Hastings makes such alterations, the changes will apply to employees eligible for retirement benefits within the unit in the same manner as they apply to other eligible employees of the College. This provision is non-grievable under the Grievance and Arbitration procedures set forth in Article 38.

2. The College shall continue to participate in all other programs of the UCRS, including Retiree Healthcare, as currently in place, for the duration of this Agreement.

3. Any changes to the benefit design of programs within the University of California Retirement System (UCRS), including UCRP and Retiree healthcare, that would constitute an increase in benefits for any employee group at the University of California shall be provided to employees at UC Hastings in the same manner they are provided to other staff for the duration of this Agreement. All bargaining unit employees are subject to the provisions of the UCRS as established by the UC Regents.

4. This Article 27 is non-grievable under the Grievance and Arbitration procedures set forth in Article 38.

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Article 28 Holidays

1. Employees are eligible for holiday pay in accordance with the nature of their position appointment.
 - A. The Holidays listed below and any other holidays as designated by the Dean are observed as paid holidays:
 - i. New Year's Day
 - ii. MLK Day (Third Monday in January)
 - iii. Presidents' Day (Third Monday in February)
 - iv. Spring Break Holiday (The Friday of the College Spring Break Week)
 - v. Memorial Day (Last Monday in May)
 - vi. Independence Day (July 4th)
 - vii. Labor Day (First Monday in September)
 - viii. Veterans' Day (November 11th)
 - ix. Thanksgiving Day (Fourth Thursday in November)
 - x. Friday Following Thanksgiving Day
 - xi. Christmas Eve (December 24th)
 - xii. Christmas Day (December 25th)
 - xiii. New Year's Eve (December 31st)
 - xiv. Personal Holidays as follows:
 - a. One (1) Personal Holiday per calendar year to be used at the employee's discretion

- b. One (1) Personal Holiday per calendar year to be used between Christmas and New Year's during the College holiday shutdown period.

~~xv. Additional one time only Personal Holidays per contract agreement:~~

- ~~a. One (1) Personal Holiday as a one time only allocation to be used during the time period between the ratification of this agreement and approval by the Board of Directors of the College and June 30, 2012.~~
- ~~b. One (1) Personal Holiday as a one time only allocation to be used between July 1, 2012 and June 30, 2013.~~

- B. Requests for Personal Holidays shall be granted, subject to operational needs. No employee shall be unreasonably denied their Personal Holiday request. The employee's direct supervisor shall state the reason when denying the request, in writing.
- C. No Personal Holidays accrue or roll over into the next year. They are allocated on a "use it or lose it" basis.

2. Provisions

- A. Holidays on Saturday or Sunday: When a holiday falls on a Sunday, the following Monday is observed as a holiday. When a holiday falls on a Saturday the preceding Friday is observed as a holiday.
- B. Special or Religious Holidays: An employee may observe a special or religious holiday, provided the time is charged as a Personal Holiday, vacation day, or compensatory day.
- C. Compensation for Holiday Work: A non-exempt employee who is required to work on a holiday shall be paid at the regular straight time rate of pay based on their appointment time base. In addition, at the employee's discretion, he/she will receive pay at the regular straight time rate of pay or holiday leave credit for all hours actually worked on the holiday. Exempt employees will be paid at the regular straight time rate of pay for the day. In addition he/she will receive holiday credit for all hours actually worked on the holiday.

Article 29 Leaves

Vacation Leave

- 1. Vacation credit for eligible employees is earned each month based on the percent of time or number of hours on pay status for that month at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half (1/2) of the working hours to earn vacation credit for that month.

Vacation credit shall be earned by an eligible employee beginning the first of the month during which the required qualifying service is completed.

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

2. Qualifying Service to Determine Rate of Vacation: Qualifying service to determine the rate of vacation credit shall be calculated as follows:
 - A. One (1) month of service at one-half (½) time or more is one (1) month of qualifying service;
 - B. Payment for service must have been made by University of California, Hastings College of the Law or the State of California;
 - C. Time on military leave from University of California, Hastings College of the Law or the State of California is included; and
 - D. Service need not be continuous.

3. Eligibility to Earn Vacation: Employees appointed at fifty percent (50%) or more of full-time are eligible to earn vacation from the date of appointment, unless stated otherwise in this Agreement. The exceptions are those employees in Interim appointments, Limited appointments and appointments of less than 50%.

4. Waiting Period to Take Vacation: Eligible employees who accrue vacation credit shall not use such vacation until completing six (6) months of continuous service, with the exception that any accrued vacation time may be used during the winter holiday shutdown regardless of length of continuous service.

5. An eligible employee who was employed from the State of California or University of California service following completion of six (6) months of State or UC service shall not serve another waiting period if the change did not involve a break in employment of more than fifteen (15) calendar days.

6. College service shall be included in determining the six (6) months waiting period to use vacation.

7. An eligible reemployed person who previously completed the required waiting period may use vacation credit without serving another waiting period, provided the break in service is less than six (6) months or the person is reemployed from recall or preferential rehire status.

8. Accrual of Vacation: An employee shall accrue full or proportionate vacation credit for a qualifying month, based on the following criteria:
 - A. Vacation credit shall accrue during leave with pay;
 - B. Vacation credit for each month shall accrue at the end of the month, except that an eligible separating employee accrues proportionate vacation through the last day on pay status;
 - C. A full-time career employee who is on approved leave without pay receives full vacation credit for that month provided the employee is on pay status at least one-half (½) the working hours of the month;
9. Vacation Maximums
 - A. A regular status employee ceases to accrue vacation credit upon reaching an amount of vacation equal to two (2) times the employee's yearly accrual rate in accordance with Section 1;
 - B. An employee is responsible for requesting vacation leave to keep their accrual levels below the stated maximums.
10. Scheduling Vacation: Vacation leave shall be scheduled in accordance with the following:
 - A. Vacation leave requires advance approval by the supervisor before being taken.
 - B. Vacation credit shall not be used prior to the time it is accrued.
 - C. Absence for illness, disability, or personal reasons: for example, special or religious holidays may be charged to vacation.
 - D. Requests for Vacation Leave shall not be unreasonably denied.

Every effort will be made to accommodate vacation requests of employees approaching the maximum vacation accrual rate, prior to an employee's maximum accumulation.

11. Transfer of Vacation: An employee who is transferred, promoted, or demoted from one (1) College position or funding source to another College position or funding source shall have the vacation credit transferred.

An employee who is transferred, promoted, or demoted to another College position in which the employee will not be eligible to accrue vacation credit shall be paid for accrued vacation.

12. Terminal Vacation Pay: An eligible employee who separates from College employment or who is granted extended military leave shall be paid for vacation credit accrued through the employee's last day of work. The effective date of separation shall be the last day of work, except that an employee who is retiring may use vacation up to the effective date of retirement.
13. Sick Leave

- A. Sick leave will be accrued according to an employee's Position Appointment. Full-time employees will accumulate leave at eight (8) hours per month.
- B. Part-time employees shall receive a prorated accrual rate based on the full-time accrual rate of eight (8) hours per month for all hours worked.
- C. Sick leave may be used for illness or disability, medical appointments, and other instances outlined in this section, affecting the individual employee or his/her spouse, domestic partner, parent, child, sibling, grandparent or grandchild. In-law and step relatives in the relationships listed are also covered. This provision also covers other persons residing in the employee's household.
- D. Sick leave may be taken during vacation if the employee fell ill while utilizing vacation leave and a physician's certification is provided attesting to the illness.
- E. No employee shall be disciplined for reasonable use of sick leave.

14. Catastrophic Leave

Bargaining unit employees shall participate in the College wide catastrophic leave sharing program in the same manner as all other employees. Furthermore, bargaining unit employees may donate ~~sick~~-vacation or compensatory leave to other employees. Changes to the program shall be subject to Article 41 Past Practice Not Covered By Agreement. Catastrophic illness or injury is applicable to a "serious health condition" of the employee or a family member as defined by the Family and Medical Leave Act. Catastrophic leave is also applicable to an employee that has exhausted available leave credits (i.e., sick leave, vacation, compensatory time off, holiday credit, and personal holiday) and is either completing the designated waiting period for Workers' Compensation temporary disability payments or regular disability payments or is not eligible for disability payments through the College disability insurance plan.

15. Medical Leave of Absence and the Family Medical Leave Act

- A. The College shall comply with all provisions of the Family and Medical Leave Act (FMLA), and additionally including its application to domestic partners.
- B. An employee may use accrued leave while on FMLA. It may be coordinated with temporary disability payments as applicable.
- C. If at the end of the twelve (12) week FMLA period the employee has not fully recovered, he/she may be granted Supplemental FMLA for up to an additional twelve (12) weeks. The employee may use accrued leave while on Supplemental FMLA. It may be coordinated with temporary disability payments as applicable.
- D. All medical leaves may be granted up to a maximum of eight (8) months. UC Hastings may grant additional leave on a case by case basis. An employee may take unpaid leave or, at their discretion, have the absence charged to accrued leave in the following order: sick, compensatory, personal holiday, and vacation. Employees on unpaid medical leave shall be eligible to assume the full cost of benefits, if allowed by the current regulations of the UCRP and University Group Insurance.
- E. The College may require verification in the form of written statement from a certified medical practitioner or adoption documentation.

16. Personal Leave

The College may grant an unpaid personal leave of absence for a period of up to three (3) months. UC Hastings may grant additional leave on a case by case basis. The employee shall not accrue leave, but shall be eligible to assume the full cost of benefits, if allowed by the current regulations of the UCRP and University Group Insurance.

17. Bereavement Leave

- A. Up to five (5) days of paid bereavement leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, domestic partner, child, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step/half relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household. Bereavement leave is not accrued time off and is not carried over from year to year.
- B. In the event an employee has a personal obligation other than listed above, the employee shall be permitted to use up to five (5) days of accrued sick leave per calendar year for funeral attendance and/or bereavement.
- C. Documentation of a death or funeral services will be required upon return from bereavement leave.

18. Administrative Leave

Administrative leave shall be granted under the following circumstances:

- A. Investigation: Employees shall receive administrative leave with pay during an investigation requiring the employee's absence from work.
- B. College Proceedings: Employees required to attend College administrative functions, including but not limited to, graduation, events and committee meetings shall have their time counted as straight time worked.
- C. Voting: Employees shall be granted administrative leave with pay for up to two (2) hours to vote a statewide primary or general elections.

19. Union Leave:

- A. Designated Union leaders shall receive paid release time for the purposes of investigating grievances and arbitrations, grievance meetings, participating in committees, communicating with members regarding these matters, or any other activity deemed to be mutually beneficial to the staff management relationship by both parties.
- B. Employees may request to flex hours of work to attend meetings or functions of the Union during the course of their regularly scheduled workday. Such requests shall not be unreasonably denied.
- C. Members of the Union shall receive leave to participate in Union activities. Requests of one (1) day leave or less shall require seven (7) calendar days notice; requests of two (2) to twenty-nine (29) days shall require fifteen (15) calendar days notice; and requests of thirty (30) days up to one hundred eighty (180) days shall require thirty (30) calendar days notice. Requests shall be made by the employee and a designated

Union representative to the direct supervisor and the Executive Director of Human Resources. The employee shall continue to receive the same rate of pay and benefits through UC Hastings and AFSCME 3299 shall reimburse UC Hastings at a rate equal to 136% of the hourly wage of the employee.

- D. Employees holding elected or appointed positions within AFSCME 3299 or an affiliate shall be granted leave for the entire duration of their term or appointment, upon request. The employee shall continue to receive the same rate of pay and benefits through UC Hastings and AFSCME 3299 shall reimburse UC Hastings at a rate equal to 136% of the hourly wage of the employee.

20. Military Leave

A. Temporary Military Leave for Active Duty Training

- i. 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, is ordered to full-time active military duty for training for a period not to exceed one hundred and eighty (180) days, including travel time to and from such duty. Regarding this agreement, the Armed Forces of the United States are the National Guard, the 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.
- ii. **Eligibility for Pay**

An employee granted temporary military leave for active duty training is entitled to receive regular College pay for up to thirty (30) days, but not longer than the actual period of training, provided the employee has at least twelve (12) months continuous College or University service, including prior military service, and that total payment for temporary military leave and military leave for physical examinations, does not exceed thirty (30) days in any one year. Part-time employees shall receive prorated regular College pay based on the average number of hours worked in the twelve (12) months preceding the leave request.

Employees not eligible may, at their discretion, have the absence charged to accrued leave in the following order: compensatory, personal holiday, vacation, and sick.

The College may require employees to report their full year military schedule as they become aware of it.
- iii. **Benefits**

An employee on pay status shall continue to receive benefits provided to all other employees within the same position appointment provided the employee returns to work in accordance with applicable State and Federal laws.

Employees ineligible for pay shall receive benefits in accordance with the regulations of the UCRP and University Group Insurance.

B. Extended Military Leave

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 duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active duty service of any length or for active duty training in excess of one hundred and eighty (180) days. This leave shall be granted for the period of enlistment, service, or tour of duty for up to five (5) years. Leave shall be granted for up to an additional six (6) months from the date of release from duty.

i. Eligibility for Pay

An employee granted extended military leave for active duty training is entitled to receive regular College pay for up to thirty (30) days, but not longer than the actual period of training, provided the employee has at least twelve (12) months continuous College or University service, including prior military service, and that total payment for extended military leave and military leave for physical examinations, does not exceed thirty (30) days in any one year. Part-time employees shall receive prorated regular College pay based on the average number of hours worked in the twelve (12) months preceding the leave request.

Employees not eligible may, at their discretion, have the absence charged to accrued leave in the following order: compensatory, personal holiday, vacation, and sick.

The college may require employees to report their full year military schedule as they become aware of it as well as verification of the employee's orders.

ii. Benefits

An employee granted extended military leave shall, upon commencement of the leave, receive a lump sum payment for earned salary, accrued vacation, overtime, and compensatory time. Upon written request, an employee may elect to retain accrued vacation for up to one hundred and eighty (180) days. After this period, the vacation leave shall be paid out at the employee's rate of pay, including any pay increases the employee would have received if not on leave. Sick leave credit shall be maintained.

Retirement benefits and service credits shall be in accord with the provisions of the UCRP. An employee may choose to continue healthcare and other insurance benefits in accordance with the University Group Insurance Regulations.

An employee on the above leave shall continue to receive length of service benefits such as seniority that would have been granted were it not for the military service.

iii. Reinstatement

Following release from active duty, an employee shall have the right to return to work in accordance with relevant State and Federal laws. Upon

reinstatement, an employee shall receive all pay increases that would have been granted were it not for the military leave.

C. Emergency National Guard Leave

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. Employees called to active duty at the request of the President of the United States shall only be granted military leave in accordance with the above subsections.

i. Eligibility for Pay

An employee granted military leave for emergency National Guard Duty is entitled to receive regular College pay for up to thirty (30) days in any one (1) year. An employee is eligible for pay regardless of length of service and such leave is not in addition to other military leave.

ii. Benefits

An employee on pay status shall continue to receive benefits provided to all other employees within the same position appointment provided the employee returns to work in accordance with applicable State and Federal laws. Employees ineligible for pay shall receive benefits in accordance with the regulations of the UCRP and University Group Insurance.

iii. Reinstatement

Following release from active duty, an employee shall have the right to return to work in accordance with relevant State and Federal laws. Upon reinstatement, an employee shall receive all pay increases that would have been granted were it not for the military leave.

D. Defense Work

Military leave shall 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 pay and benefits in accordance with “Temporary Military Leave for Active Duty Training” and shall have the right to return to work within six (6) months following the termination of such defense work. Failure to return to work shall be considered a voluntary resignation.

21. Requests for Leave

- A. Vacation, personal holiday, and compensatory shall be scheduled at the beginning of each semester for duration of time prior to the start of the next semester. Leave shall be approved by the departmental supervisor subject to minimum operational needs, using a department seniority list with the senior most employee beginning a continuous rotating list. Thereafter, leave shall be granted on a first come, first serve basis by the departmental supervisor, subject to minimum operational needs. Departmental employees and their supervisors are encouraged to cooperatively resolve conflicting leave requests so as to allow all employees to take leave for their requested period, provided all affected parties consent in writing.

Vacation, personal holiday, and compensatory requests shall be approved or denied within seven (7) days of request to departmental supervisor.

- B. An employee must notify their direct supervisor of the need for sick leave as soon as possible, but no later than the start of the employee's workday, barring emergencies. [In the event the supervisor is not available, the employee must notify a secondary manager or designee as determined by the department head.](#)
- C. Requests for all types of medical or FMLA leave shall be made in writing to the employee's departmental supervisor and Executive Director of Human Resources or designee. Request for medical or FMLA leaves shall be approved or denied within seven (7) days of request.
- D. All other leaves shall be approved or denied as soon as possible but not longer than fifteen (15) days.

22. Return from Approved Leaves

Return from approved sick, vacation, bereavement, administrative and Union leaves of less than six (6) months, FMLA or medical leaves of less than six (6) months, personal leaves of less than six (6) months, or military leaves of less than six (6) months shall be to the same position.

An employee may return to the same or an equivalent position after approved catastrophic [leave](#), Union leaves of greater than six (6) months, FMLA or medical leaves greater than six (6) months, personal leaves greater than six (6) months or military leaves greater than six (6) months. An equivalent position must pay at least the same total annual rate and provide at least the same work hours.

Placement of the employee in his/her previous position shall be consistent with staffing reductions and/or layoffs which may have occurred during the period of leave of absence.

Article 30 Work Incurred Injury or Illness, Reasonable Accommodation, and Medical Separation

1. Work-Incurred Injury or Illness

- A. Employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act are eligible to use accrued sick leave and accrued 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 be on leave without pay as provided below. Compensatory time and any other leaves may be used at the discretion of the employee. When such leaves are exhausted and when the employee is still unable to work because of such illness or injury, the employee shall be granted a Medical Leave without pay for the remainder of the period in which he/she is medically authorized for Workers' Compensation temporary disability. Prior to an employee being deemed "Permanent and Stationary," UC Hastings shall maintain such employee on an approved medical leave, provided the employee has not exceeded twelve (12) consecutive months for any one Work Incurred Injury or Illness.

B. Use of Accrued Sick Leave and Accrued Vacation Leave

- i. 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.
- ii. 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 assuming availability of sick and/or vacation accruals.
- iii. In the event a delay in approving a Workers' Compensation claim causes an employee to use more than the required accrued vacation and/or sick, UC Hastings shall ensure that the employee can replenish such leave bank by applying the retroactive Workers Compensation payments. This retroactive replenishment will proportionately restore sick leave and vacation credit as appropriate.

C. Effect on pay status

- i. Supplemental Leave: An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in Section 1.B.i above is considered on regular pay status for the 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.
- ii. 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 returning to work. If an employee separates without returning to work, no payment shall be made for such vacation credit.

2. Reasonable Accommodation

- A. General Provisions: UC Hastings provides reasonable accommodation to qualified employees, subject to defenses available under applicable law, when such disabilities limit their ability to perform the essential functions of their jobs. Accommodation in one case shall not establish a precedent for similar or dissimilar circumstances, since all accommodations will be designed specific to the functional abilities of the employee in coordination with the requirements of the job.
- B. The Interactive Process: The interactive process is an ongoing dialogue between the employee and appropriate representatives of UC Hastings about possible options for reasonably accommodating the employee's disability. Options may include, but are not limited to: a modified work schedule; a leave of absence; reassignment; modified equipment; assistive devices; modification of existing facilities; and restructuring the job. Both the College and the employee are expected to participate in the interactive process.
- C. The employee is responsible for providing medical documentation to assist in understanding the nature of the employee's functional limitations. When necessary, the College may require that the employee be examined by a UC Hastings appointed licensed healthcare provider. In such a case, UC Hastings shall pay the costs of any medical examinations requested or required by UC Hastings.

D. Scope of reassignment: In considering a reasonable accommodation involving reassignment, UC Hastings shall consider all positions at UC Hastings, not simply positions within the employee's job classification or department.

3. Medical Separation

A. General Conditions

- i. When an employee is unable to satisfactorily perform essential assigned functions due to a disability or other medical condition, that employee may be medically separated. Non-probationary career employees separated under this Article are eligible for special employment procedures listed below.
- ii. UC Hastings shall pay the reasonable costs of any medical examinations requested by the College.
- iii. An employee shall not be separated under this Section while the employee is drawing accumulated sick leave. An employee shall not be medically separated during the period in which he/she is medically authorized for Workers' Compensation temporary disability.
- iv. If a non-probationary career employee who is on an approved leave of absence related to a medical condition has a specific return to work date which is within a time period of up to eight (8) months of the beginning of the original leave of absence, such employee shall not be medically separated during the period between the beginning of the leave of absence and the initially established return to work date. UC Hastings may grant additional leave on a case by case basis.

B. Notice of Intent to Medically Separate

- i. Written notice of intent to medically separate shall be mailed to the employee at his/her last known home address with a Proof of Service at least twenty (20) calendar days prior to the date of Medical Separation. The notice shall:
 - a. Inform the employee of the action intended, the reason for the action and the effective date of the action; and
 - b. Inform the employee of the right to request a final meeting to explore the interactive process for reasonable accommodation, or a reconsideration of the decision to medically separate.
 - c. Whom to respond within 20 (twenty) calendar days from the date of issuance of such notice of intent in accordance.
- ii. Upon timely receipt of an employee's response to an Intent to Medically Separate, UC Hastings shall schedule a meeting within 5 business days.

C. Reemployment

- i. For a period of one (1) year following the date of medical separation, a former non-probationary career employee shall be selected for any open position for which he/she meets the minimum requirements to perform the functions of the job. However, if the employee is receiving disability benefits from a retirement system to which UC Hastings contributes, the period shall be three (3) years from the date benefits commenced. During such periods, an

employee shall be given assistance in accordance with Section B Reasonable Accommodation.

- ii. If a non-probationary career employee separated under this Section is reemployed within one (1) year, a break in service does not occur. If a non-probationary career employee is receiving disability payments from a retirement system to which UC Hastings contributes and is reemployed within three (3) years, a break in service does not occur.

Article 31 Fitness for Duty

1. If the Executive Director of Human Resources, or designees has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which significantly impair the employee's performance of his or her essential job functions, the Executive Director of Human Resources, or designees may require that the employee undergo, at UC Hastings' expense and on the employee's paid time, a physical, mental, psychological and/or psychiatric examination by a licensed psychologist or physician and receive a report of the findings of such an examination. If the examining psychologist or physician recommends that treatment for physical or mental problems, including leave, are in the best interests of the employee or UC Hastings in relation to the employee being able to perform his or her duties, the Executive Director of Human Resources, or designee may direct the employee to take such leave and/or undergo such treatment as a condition of continued employment.
2. Before an employee returns to work from any absence for illness or injury, or other medical leave of absence exceeding two (2) weeks, the Executive Director of Human Resources, or designee may require that the employee undergo, at UC Hastings' expense, a physical, medical, psychological and/or psychiatric examination by a licensed psychologist or physician, and may consider a report of the findings of such examination. If the employee is required to remain off work during this time, the employee shall be placed on paid administrative leave pending review and final determination for the employee's return. If the report shows that such employee cannot perform the essential functions of his or her job with or without reasonable accommodation, or poses a direct threat to the health and safety of the employee or others, the Executive Director of Human Resources, or designee may take such action as he/she deems necessary in accordance with the law and appropriate provisions of this MOU.
3. Any report on fitness of duty shall not violate HIPAA and shall only include a determination on fitness for duty and any medical restrictions that may be necessary.
4. Paid time off for UC Hastings required medical examinations shall not be deducted from the employee leave banks (ie: sick, vacation, compensatory).
5. If an employee refuses to ~~perform~~ take a medical examination for fitness of duty, UC Hastings may initiate progressive discipline.
6. Upon request for a Fitness for Duty examination, employees shall be notified of the Employee Assistance Program.

Article 32 Health and Safety

1. Health and Safety

- A. UC Hastings recognizes the importance of procedures and policies for the protection of health and safety of employees and shall endeavor to maintain such conditions conducive to the health and safety of the employees.
- B. Safety equipment and protective safety clothing shall be provided and maintained, when it is deemed necessary by UC Hastings to maintain safe and healthful conditions. Such equipment and clothing shall include, but shall not be limited to safety glasses, ear plugs or other ear coverings, particulate masks, respirators, and steel-toed boots and other protective clothing as warranted. First Aid kits shall be furnished in every department, checked bi-annually, and supplied with materials appropriate to work within the department.
- C. Employees shall endeavor to maintain safe working conditions and shall adhere to UC Hastings established safety rules, regulations, and practices. UC Hastings agrees to abide by all relevant local, state, and federal health and safety standards and laws.
- D. An employee who observes or detects any safety hazard shall report it first to his/her immediate supervisor or appropriate administrator as soon as possible, and may report it to a UC Hastings Public Safety Officer and the Human Resources Department.
- E. When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions or without adequate safety equipment and clothing, he/she shall notify Human Resources. The Executive Director of Human Resources or designee shall investigate as soon as possible the alleged unhealthy or unsafe conditions, notify a UC Hastings administrator where appropriate, and shall communicate with the employee as to the results of such an investigation within a reasonable time and, if deemed necessary, the steps that shall be taken to correct the condition. In the event that an employee refuse to perform a job duty that he/she believes may cause serious injury or death, UC Hastings shall abide by OSHA Act Section 1977.12(b)(2) and any and all relevant sections of the Act.
- F. Where available, UC Hastings shall furnish campus disaster plans and other similar information, such as an Injury and Illness Prevention Program within the requirements of the law upon the Union's written request.
- G. New employees shall be provided safety training within thirty (30) days of employment as required by Cal-OSHA regulations or final determinations to minimize illness or injury to employees.

2. Ergonomics

- A. An employee's workstation environment is comprised of all locations they perform their regular job duties.
- B. In the event that a workplace improvement is deemed necessary by an ergonomic evaluator, such improvements shall be made within thirty (30) calendar days. In the interim, the affected employee(s) shall immediately receive a reasonable accommodation to prevent injury.
- C. Bargaining unit employees may request an audit of their offices and/or workstation environment.

- D. No employee shall be intimidated or retaliated against for requesting workstation audits or making complaints about existing or potential Health and Safety hazards and/or violations.

3. Wellness

The College believes that employee wellness builds morale in the workplace and shall provide programs to promote said goal. To that end, the College shall provide the following:

- A. Employee Assistance Program
- B. Access to the Tower gym, locker room facilities, and other recreational activities.
- C. Cost and access to these programs shall be provided to bargaining unit employees in the same manner that these services are provided to other employee groups, including Faculty. Any change to Health & Safety Section 3 that is uniformly applied to all faculty and staff is not grievable.

4. Trainings and Orientations

- A. Health and Safety Coordinators shall be designated by AFSCME 3299 in each building. As well, an employee on each floor may be designated. Health and Safety Coordinators shall meet within thirty (30) days of the start of each semester as part of a University Wide Health and Safety Committee. In addition, Health and Safety issues shall be discussed in Labor Management Committee meetings at either party's request.
- B. In recognition of the changing nature of technology and safety standards, UC Hastings and AFSCME 3299 agree to conduct yearly Health, Wellness, Safety and Ergonomics trainings available for all employees of the College to attend. Designated Health and Safety Coordinators will be required to attend the trainings. Any employee required to attend shall do so on paid time. Employees who attend at their discretion, shall do so on unpaid time.

Article 33 Uniforms

Employees required to wear a uniform will have all required uniform pieces supplied by the College. The College will replace uniform pieces according to normal wear and tear. Any uniform item that is damaged due to the willful misuse by the employee shall be replaced at the employee's expense. Uniforms are defined as any article required to be worn as a condition of employment, including, but not limited to, shirts, and pants. Protective clothing and equipment above and beyond the regular uniform, including, but not limited to, safety goggles and ear plugs, steel toed safety shoes, as well as all personal protective equipment (PPE) as defined in the College's Illness and Injury Prevention Plan (IIPP) and Cal OSHA shall also be provided at no expense to the employee by the College.

Employee & Labor Relations Section

Article 34 Performance Evaluations

1. **All employees:** Performance Evaluations shall be conducted on an annual basis between an employee and her/his supervisor. The evaluations shall include an assessment of the employee's performance of the duties specified in the employee's job description, and any new duties or skills added to the employee's job. The employee's performance shall be measured against the standards and criteria set forth in the performance evaluation tool. If an employee receives an overall rating of Needs Improvement or Unsatisfactory, the employee and supervisor shall develop a ninety (90) day Performance Improvement Plan with specific goals and objectives. If during the ninety (90) day timeframe, the employee's performance and/or behavior deteriorates, the supervisor may begin progressive discipline prior to the end of the Performance Improvement Plan timeline. At the end of the ninety (90) days the supervisor will conduct an interim performance evaluation. If the employee's performance and/or behavior has not sufficiently improved, the supervisor may begin progressive discipline. In the event that an employee's performance deteriorates or an employee does not demonstrate sufficient improvement, a supervisor may also explore non-disciplinary methods to improve an employee's performance. In the event an employee disagrees with the evaluation conducted by their supervisor, s/he may submit a letter to be inserted in their employment file disputing the evaluation.
2. In the event changes are made to the performance evaluation tool, UC Hastings will notify AFSCME sixty (60) days prior to implementation. Any changes may be discussed as a topic for the labor management committee.
3. **Probationary employees:** Three (3) performance evaluations shall be conducted. The first shall take place on or about the sixtieth (60) day of the employee's employment. The second shall take place on or about the one hundred and twentieth (120) day of their employment. The third shall take place no later than seven (7) days prior to the end date of the employee's probationary period. [For employees serving a three \(3\) month probationary period due to transfer or promotion, a performance evaluation shall be conducted on or about the forty-fifth \(45\) day in the new position.](#)
4. An employee may provide written comment concerning his/her supervisor at any time during the year. This shall be submitted to the appropriate Division Head and the Executive Director of Human Resources for review. UC Hastings shall confirm receipt of the comment. UC Hastings shall maintain a file of these written comments.

Article 35 Discipline

1. UC Hastings and AFSCME 3299 agree with the principles of progressive and corrective, as opposed to punitive, discipline. Progressive and corrective discipline intends to improve employee deficiencies.

A. Ideally, an effort to support an employee to improve performance would include the following:

- Oral Coaching/Counseling
- Written Counseling Memo (Non-Disciplinary; Placed in Employee's File)

B. In the event that there isn't sufficient improvement in the employee's performance, the following progressive discipline process may begin:

- Written Warning
- Suspension (Due Process Via *Skelly* Rights Apply)
- Demotion (Due Process Via *Skelly* Rights Apply)
- Discharge/Termination (Due Process Via *Skelly* Rights Apply)

C. Discipline will only be issued for just cause, as soon as possible after UC Hastings is aware of the event or action leading to the discipline. The College reserves the right to use corrective/disciplinary action as appropriate based upon the severity of the infraction.

D. A written counseling memo will include a clear statement of issue(s) of concern, why the issues are a problem, what the expected standard of performance is, how the supervisor will support the employee to improve and a schedule of regular meetings to determine progress. A counseling memo shall state that it is not disciplinary in nature, and will *not* contain reference to disciplinary action in the future.

E. A written warning will include a clear statement of issue(s) of concern, why the issues are a problem, what the expected standard of performance is, how the supervisor will support the employee to improve and a schedule of regular meetings to determine progress. It will also include the rule and/or policy violated, a summary of evidence and any investigations against the employee, the level of corrective action, and notice of the consequences of future violations.

F. UC Hastings shall give ten (10) business days notice prior to a suspension of five (5) days or more.

2. Confidentiality of Discipline

All disciplinary action shall be given in a confidential manner, away from the public, faculty, students, and co-workers. Disciplinary action shall remain confidential at all times, except as provided by law.

3. Right to Union Representation

If it is necessary to conduct a meeting of any kind with a unit employee that may lead to disciplinary action or if a meeting is to impose disciplinary action, the supervisor will provide the employee with written notice of such a meeting. Notice shall be provided a minimum of three (3) days prior to such a meeting. Notice shall include the date, time and location of the meeting as well as notification of the employee's right to Union representation. If the employee chooses to have a representative present, reasonable adjustments to the scheduling of the meeting may be made to accommodate the availability

of a representative. With the employee's consent, AFSCME 3299 shall be copied on all disciplinary actions.

4. Disciplinary History

Counseling memos will be removed from an employee's employment file after twelve (12) months if no further instance of the same performance issue reoccurs. All disciplinary actions shall be kept in the official employment file for a period of no longer than eighteen (18) months. Upon ratification of this agreement, all disciplinary actions more than eighteen (18) months old and all counseling memos more than twelve (12) months old shall be removed within fifteen (15) days.

Article 36 Non-Discrimination/Non-Harassment

1. Non-Discrimination

- A. As required by law and UC Hastings regulations, UC Hastings will not discriminate against employees in the Unit on the basis of race, color, gender, gender identity, creed, political affiliation, religions, marital/parental status, national origin, ancestry, sex, sexual orientation, physical or mental disability, HIV status, status as a Vietnam-era veteran or special disabled veteran, age, citizenship, or Union activity.
- B. Neither UC Hastings nor AFSCME shall discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation.

2. Non-Harassment

- A. As required by law and UC Hastings regulations, UC Hastings prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religion, creed, gender, gender identity, political affiliation, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital/parental status, registered domestic partner status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation. All such harassment, including sexual harassment, is unlawful.
- B. Prohibited unlawful harassment includes, but is not limited to, the following behavior:
 - Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
 - Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
 - Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
 - Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
 - Retaliation for reporting or threatening to report harassment; and

- Disparate treatment in workload or work assignments for reporting or threatening to report harassment.

All employees shall be encouraged to conduct themselves in a professional manner, and to be aware that body language and tone, both verbal and written, can contribute to instances of discrimination, harassment, intimidation, and bullying.

3. Reporting Complaints

Employees have the right to file complaints alleging harassment and/or discrimination. As required by law, UC Hastings Human Resources shall promptly and objectively investigate the complaint and inform the employee of the results of the investigation and potential remedy. All complaints shall be kept strictly confidential.

4. No Nepotism

- A. The employment of relatives or the promotion or transfer of an employee related to another employee is discouraged unless the Executive Director of Human Resources determines that an applicant or employee will be in a position sufficiently remote from the employed relative so as to make it unlikely to result in a real or potential conflict of interest, lead to complaints of favoritism, lack of objectivity, or create the potential of poor employee morale.
- B. It is prohibited for, family members, to supervise one another, or have input in the evaluation and/or economic compensation of each other. Employees and applicants are expected to disclose these relationships whenever they come into existence. Family members shall include marriage, domestic partnership, parents, siblings, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, first cousins, step siblings, step parents, and half siblings.

5. Whistle Blower

- A. UC Hastings College of the Law wants its employees to report improper activities, and will protect them from retaliation for whistle blowing. Towards that end, UC Hastings complies with the California Whistleblower Protection Act (Government Code Sections 8547-8547.12).
- B. A complaint may be filed with a supervisor, the Executive Director of Human Resources, the California State Auditor, or the California Attorney General. Specific procedures for filing a complaint are available online at <https://sp1.uchastings.edu/sites/HRdocs/Informational/Documents/whistle.blower.notice.5.2012.pdf> <http://www.uchastings.edu/hr/does/WhistleblowerNotice.pdf> or in hard copy through UC Hastings Human Resources. Complaints may be filed anonymously.

- C. No employee shall be disciplined for disclosure of information which s/he reasonably believes is evidence of a violation of law, rule, policy, or contract violation and/or an instance of corruption, a health and safety hazard, or a threat to the public safety.

Article 37 Labor Management Committees

1. A Labor Management Committee shall be formed as necessary on an ad-hoc basis to resolve workplace issues in a spirit of trust and cooperation with open communication by both parties. The LMC will consist of up to three (3) designated Union representatives and three (3) members of management, but either party may include other participants provided their presence is related to an agenda item of the committee.
2. Agenda items for the LMC will be submitted at least five (5) days in advance of the meeting. Labor Management meetings may be requested by AFSCME or UC Hastings and shall be held within thirty (30) days of the request but no more than once a month unless mutually agreed upon by both parties. Each party shall designate their own representative, respectively, to serve as co-chair of the labor management committee. At the end of each meeting, the co-chairs shall summarize the discussion and submit a written summation to the committee within fifteen (15) days.
3. Release time shall be provided to members of the LMC for the purpose of participating on the committee.
4. Committee recommendations, if any, shall be advisory in nature.

Article 38 Grievance and Arbitration Procedure

1. The parties jointly establish a grievance procedure to effectively and efficiently resolve disputes over any meaning, interpretation and application of the provisions of this Agreement the interpretation and application of this MOU Agreement. The College and the Union shall encourage and facilitate the resolution of grievances in a timely manner at the lowest level possible.
2. No employee will be subject to reprisal or discipline for utilization of the grievance procedure.
3. A grievance is defined as a specific stated allegation by a grievant that there has been a violation, misapplication, or misinterpretation of specific terms of this Agreement MOU, excluding those provisions of this Agreement MOU which specifically provide that the grievance process is inapplicable, including but no limited to Article 7 and any interpretation of the provisions of Article 7, Article 14, Article 21, Article 24, Article 26, Article 27 and Article 41.

4. The Union may represent the grievant at any stage of the process. Grievances must be filed at Step 1 within thirty (30) calendar days of the incident or occurrence, or from the date the grievant or the Union first became aware of, or should have become aware of with the exercise of reasonable diligence, about which the employee claims to have a grievance. All grievances must be in writing and shall be filed with the employee's department manager on a grievance form agreed to by the Union and the College and provided by the Human Resources Department. Grievances shall contain a brief statement of the alleged violation and relevant portions of his Agreement ~~the MOU~~ and a suggested remedy.
5. The grievant may file the grievance by personal delivery, or deposit in the U.S. mail, or transmitted by facsimile or electronic mail. If mail delivery is used, it shall include a proof of service which shall establish the date of response or filing. If personal delivery is used, the calendar date shall establish the date of response or filing. If facsimile transmittal is used either to file or respond to a grievance, the transmittal cover letter must be returned and shall include the signature of the receiving party acknowledging receipt as well as the date of receipt. If electronic mail is used, the receiving party must respond acknowledging receipt of the electronic mail transmission to establish the date of filing or response.

6. Grievance Procedures

A. Informal Grievance:

In the interest of resolving disputes as quickly and amicably as possible, the grievant or his Union representative may request an informal meeting with the employee's direct supervisor to resolve the grievance. The grievant must identify the meeting as an Informal Grievance meeting. If the employee chooses to have a Union representative present during the informal meeting, then the non-bargaining unit supervisor may also have a College administrator present during the meeting.

Informal meetings at this or any stage of the grievance procedure will not be considered a waiver of the grievance procedure or any time limits stated herein. Within ten (10) days of this meeting, the employee's direct supervisor shall issue a grievance response in writing, stating the reasons for denying or settling the grievance and a proposed settlement. Proposed settlements shall include a suggested remedy.

B. Formal Grievance:

- i. Step One (1): No later than thirty (30) days from the date the grievant or the Union first become aware of an alleged violation, a grievance shall be filed with the employee's department supervisor. Within ten (10) days of the filing, a meeting shall be held with the employee, designated Union representative, and the employee's direct supervisor. If the employee chooses to have a Union representative present during the meeting, then the non-bargaining unit supervisor may also have a College administrator present during the meeting.

Within ten (10) days after this meeting, the direct supervisor shall issue a grievance response in writing, stating the reasons for denying or settling the grievance and a proposed settlement. Proposed settlements shall include a suggested remedy.

- ii. Step Two (2): If the grievance is not resolved in Step 1, the grievant may file an appeal with the Human Resources Department within 10 days of receipt of the supervisor's response, requesting that the grievance be heard by a hearing panel. The hearing panel shall consist of one member of the Chancellor's Cabinet, excluding the Chancellor and Dean and the General Counsel, one member of the bargaining unit, and one non-administrative faculty member. Any member of the panel must not have been directly involved with the circumstances leading to the grievance.

Bargaining unit and Faculty members of the panel shall be selected at random from a list of volunteers who are publicly recruited annually by email through the Human Resources Department. No panel member shall serve on two consecutive hearing panels.

The hearing shall be scheduled within fifteen (15) days of receipt of the appeal. The grievant and his/her representative shall present all issues and evidence related to the grievance at the hearing, including any outstanding information requests which may impact the decision of the panel. Provided there are no outstanding information requests that may impact the scope of the grievance, amendments and/or modifications to the grievance shall not be made by the grievant after the Step Two grievance filing date, except by mutual agreement of the College and the grievant. Evidence and/or witnesses may be presented at the hearing by the grievant and the College, respectively.

Each party shall provide the other with relevant material and names of witnesses who are introduced at the hearing. To the extent possible, this material should be provided at least seven (7) days prior to the hearing.

The hearing shall be closed unless both parties agree to an open hearing. The hearing shall be recorded. The grievant may procure a copy of the records subject to payment of cost. In addition, either party may make provision for a stenographic report of the hearing subject to the payment of cost or the parties may agree, in advance, to share the expense of a stenographic report.

The responsibilities of the hearing panel are as follows:

- a. Identify the grievance issues submitted in the grievance for hearing.
- b. Conduct a hearing to determine the facts and whether the management action grieved was in violation of this Agreement.MOU.
- c. Prepare a hearing report, in writing, that will be provided to the grievant, the Union, and the College. The report shall include a brief description of :
 1. Each incident or management action grieved,
 2. Each issue under submission,
 3. The position of the parties, and,
 4. The findings of fact and policy violations, if any, and a decision for resolution of each issue of the grievance (findings of fact must be

supported by the evidence and the decision shall be supported by the findings).

The hearing panel shall have no authority to depart from or otherwise modify this MOU Agreement.

- iii. Step Three (3): If the grievance is not satisfactorily resolved at Step 2, the grievant or AFSCME may file a written request for review with the Chancellor and Dean no later than ten (10) days of the Step 2 response. The grievant shall attach a copy of the Step 1 grievance response and the findings of the hearing panel at Step 2 together with any documents presented at those levels. Within twenty one (21) days of receipt of the Step 3 filing, the Chancellor & Dean shall issue a grievance response in writing accepting, rejecting, or modifying the decision of the hearing panel. The decision of the Chancellor and Dean shall be final, except as provided by the Arbitration procedure.

The Chancellor and Dean shall forward a copy of his decision to the Department of Human Resources. The Department of Human Resources shall forward the report to the respective parties.

- iv. Arbitration Step Four (4): Within thirty (30) days of the Step 3 response, AFSCME may opt to invoke arbitration regarding the grievance arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement, which are not adjusted as herein provided. arbitration

- v. Within fifteen (15) days of receipt, the parties shall select an arbitrator from a panel of no more than seven (7) arbitrators provided by the American Arbitration Association. Upon receipt of the list, the parties shall alternately strike the names of three (3) arbitrators each, with the first strike determined by a coin toss. The arbitrator shall then be notified of their selection by the filing party and a mutually agreeable date of the hearing shall be set by the parties and the arbitrator. Costs of the arbitrator and ancillary costs, such as reporter fees, shall be equally divided between AFSCME and the College, except each party shall be responsible for any expense incurred in the preparation and presentation of its case.

The arbitrator may interpret this Agreement and apply it to the particular case under consideration, but shall, however, have no authority to add to, subtract from, or modify the terms of this Agreement.

Time spent handling grievances, by the grievant and designated Union representative, provided the representative is a College employee, shall be paid at the basic straight wage only for time spent during the regular workday or shift. The time shall be requested in accordance with Article 29 Leaves. The decision and award of the arbitrator shall be final and binding. The decision of the Arbitrator shall be final and conclusively binding upon both parties, and the parties agree to observe and abide by the same.

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7. Extension of Timelines: At any point during the grievance and arbitration procedure, the parties may jointly agree to extend timelines in writing.
8. Expedited Grievances and Arbitrations
The parties may mutually agree to advance a grievance immediately to Step 2. Terminations and grievances filed by the Union on behalf of members of the bargaining unit or by the College against the Union shall proceed immediately to Step 2.
9. Grievants Who Have Resigned
Grievants who voluntarily resign or retire their employment with the College 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 employee or Union grievances involve a monetary settlement, the grievance may be continued if it has moved to Step 4 before the date of the employee's resignation or retirement. A grievant who revokes a resignation shall maintain standing as a grievant and the initial resignation shall not impact the standing of the grievance.
10. Consolidation of Grievances
Grievances of two or more employees, as well as multiple grievances by or related to the same employee of which relate to the same incident, issue, or course of conduct, may be consolidated for purposes of the grievance procedures by mutual agreement of the College and the Union.
11. Mediation
Between Step 1 and Step 2, either party may opt to invoke mediation. The mediation process will not prevent the grievance and arbitration timelines from moving forward, unless the parties jointly agree in writing. A request for mediation shall be submitted to the Human Resources Department.

The mediation shall take place within 30 days of the appointment of the mediator. While the recommendations of the mediator shall be purely advisory, the parties may reach a settlement in writing at any point during mediation. Any costs associated with the mediation shall be jointly shared by the College and the Union in the same manner as arbitrations, including release time for the grievant and designated Union representative.

Article 39 Indemnification

Pursuant to and as regulated by the terms, limitations, and qualifications of California Government Code §995 et seq. (<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=00001-01000&file=995-996.6>), UC Hastings shall provide the defense and indemnification for UC Hastings employees within the bargaining unit covered by this Agreement who are sued on account of acts or omissions arising from the course and scope of their employment with UC Hastings. Grievances filed under this provision shall not be subject to arbitration.

Article 40 No Strikes

1. During the life of this Agreement or any written extension thereof, AFSCME on behalf of its officers, agents and members, agrees that there shall be no strikes, slowdowns, job actions, walkouts, work-to-rule actions, refusal to perform assigned duties, sit-downs, sympathy strikes, sickouts, picketing, refusal to cross picket lines, boycotts or any such concerted activities which interfere, directly or indirectly, with the operations of UC Hastings. Any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in such activities on such date or dates.
2. AFSCME, its officers, agents, representatives and members and all other employees covered by this Agreement, agree that they shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any such activities in violation of this Article.
3. AFSCME shall be liable and shall make restitution to UC Hastings for all losses suffered by UC Hastings as a result of activity prohibited in this Article; however, such restitution shall not preclude the awarding of any other damages to which UC Hastings may be entitled.
4. Any employee who violates this Article shall forfeit all pay and benefits for the duration of the violations and shall be subject to disciplinary action up to and including termination of employment.
5. In addition to any other liability, remedy or right provided by applicable law or statute, should any such activities in violation of this Article occur, AFSCME shall immediately:
 - a. publicly disavow such action by the employees by either newspaper account or media announcement in immediate geographical area of the strike;
 - b. advise UC Hastings in writing that such action by the employees has not been called or sanctioned by the Union;
 - c. notify employees (and provide UC Hastings with individual Proof of Service) of its disapproval of such action and do all within its power to require such employees to cease such action and return to work immediately, informing them that the prohibited activity is unauthorized and in violation of the Agreement and that their misconduct subjects them to disciplinary action up to and including discharge;
 - d. at the same time, certify to UC Hastings, by registered letter or by telegram, that it has notified the employees;
 - e. post notices on all appropriate bulletin boards advising that AFSCME disapproves such action and instructing employees to return to work immediately; and
 - f. refuse to honor, along with its affiliated organizations, if any, all picket lines established by any employees or other persons engaged in activity violative of Section 1 of this Article.

6. If AFSCME performs in good faith and in a timely way all of the obligations of this Section above, AFSCME shall not be liable to UC Hastings for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of AFSCME or with their assistance or consent.

Article 41 Past Practice Not Covered By Agreement

1. Practices and policies relating to wages, hours, and terms and conditions of employment in effect but not contemplated during negotiations over the UC-AFSCME Agreement shall remain in effect insofar as they are not in conflict with the intent of the Agreement.
2. When the College proposes to change or eliminate the practices and/or policies referenced in Section 1, above, UC Hastings will provide forty-five (45) calendar day notice prior to the effective date of the change. UC Hastings will meet and discuss such change or elimination with AFSCME, following AFSCME's request for a meeting. UC Hastings must receive AFSCME's request to meet within thirty (30) days of receipt of UC Hastings' notice.

6. Application, elimination, or modification of any practices and policies which have met the notice, meet & discuss requirements laid out in Section 2, shall not be subject to the Grievance and Arbitration procedures set forth in Article 38.

~~3. grievance procedure in this Agreement.~~

Side Letters/Appendices

Side Letter 42 Impacts of Temporary Employee Conversion Effective November 1, 2010

All temporary employees converted to permanent status effective November 1, 2010 shall receive service credit in the form of College seniority and Departmental seniority for the period of time worked in temporary status. They may also accrue vacation at a rate based on the length of time working for the College inclusive of time worked as a temporary employee.

Each of these employees will receive a one-time addition to their sick leave balance of six (6) months accrual, prorated based on their career appointment.

Side Letter 43 Travel Reimbursement

It is UC Hastings' intention to be able to reimburse employees traveling on UC Hastings business based on IRS standards and regulations. ~~Towards that end a concerted effort will be made to modify the UC Hastings Financial Operations Policy and Procedure Manual to reflect this. The goal will be to complete these modifications by December of 2013. All changes to this manual are subject to approval by the UC Hastings Board of Directors.~~

Side Letter 44 Informational Picketing

Nothing in Article 40 No Strikes shall be meant to deny AFSCME 3299 or its members the right to engage in informational picketing on non-work time that is unrelated to strike activity described in Section 1.

Side Letter 45 Additional Severance Package and Release of All Claims for Layoffs Through June 30, 2012

~~The College, at its sole non-grievable discretion, may offer bargaining unit employees who are laid off prior to June 30, 2012, one time, non-precedent setting additional severance packages which equal more than the pay described in Article 14 Layoff, Reduction in Time and Recall, Section F. The employee's acceptance of this additional severance shall be conditioned upon the execution of a written release of all claims against the College.~~

This agreement is executed in two originals this _____ day of _____

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UNIVERSITY OF CALIFORNIA, HASTINGS COLLEGE OF THE LAW:

By: _____

Frank Wu, Chancellor and Dean

Approved as to Form:

By: _____

Elise K. Traynum, General Counsel

By: _____

Marie Hairston, Executive Director of Human Resources

**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 3299:**

By: _____

By: _____

By: _____

By: _____

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